



**TUOLUMNE COUNTY TRANSPORTATION COUNCIL  
TUOLUMNE COUNTY TRANSIT AGENCY**

# **REQUEST FOR PROPOSALS:**

## **Management and Operation of Tuolumne County Transit**

Date of Issue: *June 16, 2026*

Deadline for Responses: *August 14, 2026*

**Tuolumne County Transportation Council & Tuolumne County Transit Agency**

2 South Green Street

Sonora, California, 95370

[www.tuolumnecountytransportationcouncil.org](http://www.tuolumnecountytransportationcouncil.org)

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## NOTICE

Tuolumne County Transportation Council (TCTC) and The Tuolumne County Transit Agency (TCTA) are seeking proposals from qualified organizations to provide Management, Operation and Maintenance of Tuolumne County Transit. TCTA will be the lead entity for administering this contract. Proposers may submit proposals for one or more service categories, including fixed route, paratransit, demand-response, microtransit, and special events. The Agency's preferred approach is to award a single contract for all services to promote system integration, operational efficiency, and streamlined contract management. However, the Agency reserves the right to award one or more service categories separately if it determines that doing so provides a clear operational or cost advantage.

Contracted Operator(s) will work closely with TCTA to support service planning, monitor performance, and implement continuous improvements that respond to evolving community needs. Through this coordinated approach, the community can expect a high standard of service defined by on-time performance, courteous and professional staff, clean and well-maintained vehicles, and a strong commitment to safety, accessibility, and customer satisfaction.

**Deadline for Responses:**  
**Friday, August 14, 2026, by 5:00 PM PST**

**Delivery Methods:**

Please email completed proposal documents to [dbergamaschi@co.tuolumne.ca.us](mailto:dbergamaschi@co.tuolumne.ca.us)

**File Naming:**

Please label all proposal documents using the following format:

"Your Organization Name – Document Name – # of #"

*Example: ABC Transit – Technical Proposal – 1 of 5*

The numbering sequence should reflect the total number of files submitted with the proposal.

**Submission Questions Contact:**

[dbergamaschi@co.tuolumne.ca.us](mailto:dbergamaschi@co.tuolumne.ca.us)

*Late submissions will not be accepted or considered. It is the respondent's responsibility to ensure the timely delivery of their proposal.*

**Virtual Bidder's Conference:**

**Tuesday, July 7, 2026, 10:00 AM PST**

Please email [dbergamaschi@co.tuolumne.ca.us](mailto:dbergamaschi@co.tuolumne.ca.us) for the meeting link.

## SECTION 1 – Introduction and Agency Overview

### 1.1 Agency Background

Tuolumne County is located in central California, along the western slope of the Sierra Nevada mountain range. The County is bordered by Calaveras County to the north, Mariposa County to the south, Stanislaus County to the west, and Alpine and Mono Counties to the east. The City of Sonora, the County Seat, is the only incorporated city within the County. Known for its natural beauty, year-round recreational opportunities, and strong sense of community, Tuolumne County is both a desirable place to live and a destination for domestic and international visitors.

Public transportation services in Tuolumne County have been in place since 1976, when the Tuolumne County Regional Public Transportation System (“Tuolumne County Transit”) was established. The County operated the system directly until 1985, when operations were transitioned to a contracted model through a competitive procurement process. Since 2011, the Tuolumne County Transit Agency (TCTA), operating under a Joint Powers Agreement between the County of Tuolumne and the City of Sonora, has been responsible for oversight of the transit system.

Our vision is to deliver a high-quality, innovative, and customer-focused transit system that enhances mobility, strengthens community connections, and improves the quality of life for all residents of Tuolumne County.

The Tuolumne County Transportation Council (TCTC) and TCTA are governed by a Board comprised of two members of the Sonora City Council, two members of the Tuolumne County Board of Supervisors, and one citizen at-large representative. The Board provides policy direction, strategic oversight, and fiscal accountability for the transit system, including approval of budgets, contracts, service policies, and major capital investments. Through this governance structure, TCTA ensures that transit services remain responsive to community needs while maintaining strong stewardship of public resources.

Today, TCTA serves as the primary provider of public transportation services in Tuolumne County and manages a range of mobility programs, including fixed-route service, para transit, demand-response service, and specialized transportation programs designed to support older adults and individuals with mobility challenges. While other transportation options exist within the region, including intercity services, private transportation network companies, and local taxi providers, TCTA delivers the majority of publicly available transit services and plays a central role in ensuring

mobility for residents across the County. Due to the County’s rural geography and dispersed population, transportation remains a critical service for residents, particularly for older adults and individuals requiring access to healthcare, employment, and essential services.

As part of this role, TCTA supports and continues to advance mobility coordination efforts across available transportation providers to enhance system connectivity, improve access to essential services, and maximize the efficiency of limited rural transportation resources. TCTA is particularly interested in strategies that leverage technology, data, and partnerships to strengthen coordination and improve the overall rider experience. Through our long-standing role in regional coordination, we have developed the operational infrastructure, partnerships, and administrative capacity necessary to deliver reliable and efficient transportation services across a geographically dispersed service area.

TCTA provides administrative oversight of the transit program, including fiscal management, contract administration, planning, programming, and compliance with state and federal requirements. Our team works in close coordination with the transit operator to support ongoing service improvements, performance monitoring, and implementation of system enhancements.

The relationship between TCTA and the selected transit operator is a foundational component of the system’s success. We seek to establish a partnership that is built on mutual trust, open and consistent communication, a shared commitment to innovation, and a focus on delivering high-quality transit services to the community. The operator is expected to serve as an extension of our team, proactively identifying opportunities for improvement, embracing new technologies and service strategies, and collaborating with staff to respond to evolving community needs. This partnership approach is intended to foster transparency, accountability, and continuous improvement in all aspects of system performance.

Transit operations are currently based out of a facility leased by TCTA, located at 13033 Sanguinetti Road in Sonora, which is provided to the operator. This facility supports system management, dispatch, and fleet maintenance functions. We are actively evaluating opportunities to transition to an agency-owned operations and maintenance facility in the future, with the goal of enhancing long-term system stability, operational efficiency, and capital investment.

## 1.2 Purpose of RFP

The Tuolumne County Transit Agency (TCTA) is issuing this Request for Proposals (RFP) to identify a qualified and experienced transit service provider to manage and operate the Tuolumne County Regional Public Transportation System (“Tuolumne County Transit”) under a four-year agreement.

The purpose of this RFP is to identify and select one or more qualified Transit Operators that will enter into a collaborative partnership with our organization to deliver safe, reliable, and customer-focused transit services while advancing our goals for innovation, efficiency, and continuous improvement. TCTA reserves the right to award agreements to more than one Operator as a result of this RFP. Proposals may be submitted for all services described herein, or for a defined subset of services (e.g., fixed-route operations, paratransit/Dial-A-Ride, or on-demand services), provided that the proposing entity demonstrates the qualifications, capacity, and experience required for the specific scope proposed. In the event that TCTA determines it is in the public interest to divide the scope of services among multiple contractors, each selected Operator will be expected to coordinate closely with TCTA and any co-contractors to ensure seamless, integrated service delivery across the Tuolumne County Transit system. The decision to award to one or more Operators will be based on the evaluation of proposals received, the best value to TCTA, and the operational needs of the system at the time of award. We are seeking Operators that brings not only operational expertise, but also a proactive and solutions-oriented approach to service delivery in a rural environment.

The selected contractor will be responsible for the day-to-day management and operation of transit services, which may include fixed-route, paratransit, on-demand services, special events, and the provision and management of qualified personnel necessary to support operations. Responsibilities include vehicle operations and maintenance, maintaining compliance with all applicable federal, state, and local requirements, ensuring staff are properly trained and certified, and supporting high standards of safety, customer service, and overall system performance.

In partnership with TCTA, the contractor(s) will support ongoing service planning, implementation of service adjustments, and the integration of technology solutions that enhance system performance and transparency. A strong emphasis will be placed on the collection, analysis, and reporting of operational and performance data to support informed decision-making, accountability, and continuous improvement. TCTA is particularly interested in approaches that leverage data, improve the rider experience, and support mobility coordination across transportation providers.

This RFP is intended to identify one or more operators that views this engagement as a long-term partnership and is committed to working collaboratively with our organization to adapt to evolving community needs, support future service enhancements, and help position Tuolumne County Transit for continued success.

### 1.3 Current Operations Information

Tuolumne County Transit currently provides a combination of fixed-route and demand-response transportation services designed to meet the needs of a rural and geographically dispersed service area. Existing services include fixed-route and paratransit operations, which together account for approximately 15,033 annual service hours and 345,620 annual service miles. These services play a critical role in connecting residents to employment, healthcare, education, shopping, and other essential local and regional destinations. In addition to its existing services, the Agency is preparing to launch a microtransit service in FY 26-27, which is expected to expand flexible, on-demand mobility options and further strengthen system connectivity.

Service is provided throughout Tuolumne County, with a primary emphasis on connecting outlying communities to Sonora, the County's principal commercial and service center, and to regional transportation providers. The system currently provides approximately 76,000 annual passenger trips, with an average weekday ridership of approximately 297 passenger trips per day. Fixed-route service operates Monday through Friday from 6:30 a.m. to 7:30 p.m., and paratransit service operates during the same hours. Demand-response service currently includes both advance reservations and same-day trip requests, subject to availability. TCTA anticipates that service levels and service design may evolve during the term of the resulting contract and expects the selected contractor to effectively support implementation of service changes, enhancements, and future service initiatives.

Transit service is supported by an Agency-owned fleet of approximately 25 vehicles, including 12 cutaway buses, 4 vans, 2 Supreme Trolleys, 6 large cutaways (30-passenger Freightliners), and 1 electric van. The electric van represents the Agency's initial investment in zero-emission vehicle (ZEV) technology. All vehicles are owned by the Agency and will be made available to the selected contractor for use in service delivery. The contractor will be responsible for the operation and maintenance of the fleet in accordance with Agency requirements and applicable regulatory standards. The Agency anticipates making additional investments in zero-emission vehicles and supporting infrastructure during the term of the contract and expects the contractor to support the successful deployment, integration, and operation of those technologies.

Operations are based at the Tuolumne County Transit facility located at 13033 Sanguinetti Road in Sonora, California. The facility supports core transit functions including dispatch, administration, and fleet maintenance. The contractor will be responsible for providing all operating personnel necessary to deliver service, including drivers, dispatchers, mechanics, and management staff. The contractor will also be responsible for employee training, safety oversight, regulatory compliance, and day-to-day operational management.

TCTA utilizes a range of technology platforms to support service delivery, planning, and performance monitoring, including VIA, Swiftly, and Remix. The Agency places a strong emphasis on accurate data collection, timely reporting, effective use of technology, and continuous improvement. The selected contractor will be expected to work collaboratively with the Agency to support these objectives and ensure that operating practices, reporting systems, and technology tools are used effectively to support high-quality service delivery and ongoing mobility coordination.

## SECTION 2 – Scope of Work

### 2.1 Overview of Services

The Agency is open to a range of service delivery models, including a single-provider model or a multi-provider structure in which different contractors provide distinct service types. The contractor will demonstrate the ability to operate effectively within a coordinated system environment and to collaborate with the Agency and other providers to ensure seamless service delivery. Services shall be delivered in a safe, reliable, efficient, and customer-focused manner, consistent with Agency policies, performance expectations, and all applicable federal, state, and local requirements.

The contractor shall be responsible for all day-to-day functions necessary to operate the transit system, including but not limited to service delivery, dispatch, service planning, scheduling, customer service, vehicle operations, preventive maintenance and repair, operational supervision, personnel management, safety oversight, training, regulatory compliance, and related support functions. The contractor shall furnish all operating personnel necessary to provide service, including drivers, dispatchers, mechanics, supervisors, managers, and other support staff as required to maintain effective and reliable operations.

Services will be operated from a location in Tuolumne County, using Agency-owned vehicles and other Agency-provided assets, see Exhibits B & D. The contractor shall be responsible for the proper operation, care, inspection, and maintenance of all vehicles and equipment assigned for service, and for ensuring that such assets are maintained in a state of good repair and operated in accordance with Agency requirements and applicable safety and regulatory standards. As the Agency expands its investment in zero-emission vehicles and supporting infrastructure, the contractor will be expected to support the deployment, operation, maintenance, and integration of those technologies into ongoing service.

The contractor will work collaboratively with TCTA staff to support effective service delivery, strong system performance, and continuous improvement. This includes supporting

implementation of service changes, schedule modifications, service expansions or reductions, new service models, and emerging mobility strategies. The selected contractor shall be capable of operating within a scalable service framework that allows the Agency to adjust service levels, span, and service design over time in response to ridership demand, funding availability, community needs, and system performance.

The Agency places a strong emphasis on the effective use of technology to support service delivery, planning, mobility coordination, and performance management. The Contractor shall utilize Agency-designated technology platforms, including VIA, Swiftly, and Remix, for core system functions unless otherwise approved in writing by TCTA. Proposers may recommend alternative or supplemental technology solutions; however, any such proposal must demonstrate full compatibility with existing Agency systems, support real-time data sharing, and comply with all data ownership, access, and reporting requirements described in this RFP.

Final determination of the technology stack will be made by TCTA during contract negotiations.

Technology solutions shall support the accurate, timely, and complete collection of operational and performance data, alternative or emerging technology solutions that may better support demand response operations, computer-aided dispatch (CAD), automatic vehicle location (AVL), and related functions, and encourage proposers to provide software platforms or vendors they believe would provide improved functionality, efficiency, or value to TCTA. The contractor shall also support reporting, monitoring, and analysis functions needed by the Agency to manage service quality, evaluate performance, and meet applicable reporting obligations. All data generated through operation of the service shall remain the property of the Agency and shall be made available to the Agency in real time, or as otherwise required, in accessible and usable formats.

TCTA intends for the selected contractor(s) to function as a collaborative operating partner and an extension of the Agency's team. The contractor will be expected to demonstrate flexibility, responsiveness, sound operational judgment, and a commitment to customer service and continuous improvement. The Agency expects the contractor to proactively identify opportunities to improve service quality, efficiency, safety, reliability, and the overall rider experience, and to work cooperatively with the Agency to implement practical, innovative, and effective mobility solutions that respond to the evolving needs of Tuolumne County residents.

The Contractor will be required to provide at least one (1) utility vehicle, at the Contractor's sole expense, for use in supporting driver breaks, maintenance road calls, management field inspections, and other operational needs as required. The utility vehicle shall be properly insured and maintained by the Contractor throughout the term of the Agreement.

The Contractor shall also prepare, print, pay for, and distribute all passes, tickets, and transfers as required by the TCTA. The Contractor shall distribute and disseminate such material in accordance with the provisions of the Transit Operations Agreement and any directions supplemental thereto provided by the TCTA. All printed materials shall be reproduced to the original form and quality or as directed by the TCTA. The cost of printing shall be the sole responsibility of the Contractor.

## 2.2 Fixed Route Operations

Fixed-route service is a core component of the Tuolumne County Transit system and is expected to provide consistent, reliable, safe, and accessible transportation for the communities it serves. The selected contractor shall operate all fixed-route services in accordance with routes, schedules, service standards, and operating policies established by TCTA. Service shall be delivered in a manner that emphasizes on-time performance, customer service, operational efficiency, and compliance with all applicable federal, state, and local requirements, including accessibility and ADA-related obligations.

The contractor shall be responsible for all day-to-day activities necessary to support fixed-route service delivery. This includes deploying vehicles, assigning operators, coordinating daily service operations, maintaining communication between operations staff and field personnel, and ensuring that service is delivered as scheduled. The contractor shall monitor fixed-route operations in real time and respond promptly and effectively to delays, service disruptions, vehicle issues, staffing shortages, missed trips, detours, and other operating conditions that may affect service quality or reliability.

The operator shall support all dispatch, communication, and field supervision functions related to fixed-route service and shall maintain sufficient operational oversight to ensure service continuity throughout the service day. Responsibilities shall include managing operator assignments and service coverage; providing replacement coverage as needed; coordinating pull-outs, pull-ins, and reliefs; and taking appropriate corrective action to minimize service interruptions and maintain dependable operations.

The operator shall also support implementation of service changes directed by the Agency, including schedule adjustments, route modifications, stop changes, temporary detours, service expansions, service reductions, and other operational updates. The selected contractor shall be expected to work collaboratively with TCTA to ensure that such changes are implemented smoothly, communicated effectively, and reflected accurately in operations, customer information, and supporting technology systems.

TCTA expects the contractor to actively support the ongoing evaluation and improvement of fixed-route service. This includes identifying operational challenges, recommending practical service improvements, and supporting Agency efforts to improve efficiency, productivity, reliability, and the overall rider experience. The contractor shall provide accurate operational data and performance information related to fixed-route services and shall either use Agency-designated technology platforms and reporting tools to support service monitoring, performance management, and continuous improvement or propose their own.

### 2.3 Paratransit Operations

Paratransit service is a critical component of the TCTA transit system, providing essential mobility for older adults, individuals with disabilities, and other riders who are unable to use fixed-route service. These services help ensure equitable access to healthcare, employment, shopping, personal business, and other daily needs, particularly in rural service areas where transportation options may be limited. The selected contractor shall operate paratransit demand-response service in accordance with service policies, eligibility requirements, service parameters, and performance standards established by TCTA. Service shall be delivered in a safe, reliable, efficient, and customer-focused manner, with appropriate attention to accessibility, on-time performance, trip productivity, and the needs of passengers requiring additional assistance.

The contractor shall be responsible for receiving and managing trip requests, including advance reservations and same-day trip requests when available and consistent with TCTA policy. The Operator shall schedule and dispatch trips in an efficient and coordinated manner, using shared-ride scheduling technologies to maximize productivity while maintaining service quality and reasonable travel times for passengers. In doing so, the contractor shall ensure that ADA riders receive scheduling priority over general public riders and that trip assignments are managed in accordance with TCTA policy and all applicable ADA requirements.

The contractor shall ensure timely passenger pick-ups and drop-offs within established service windows and shall maintain effective communication with riders regarding trip status, expected arrival times, delays, service limitations, or other relevant updates. paratransit service shall be delivered in a courteous and professional manner, with operators providing appropriate passenger assistance, including curb-to-curb service and additional assistance as required by TCTA policy and applicable ADA requirements.

The contractor shall maintain accurate trip records, passenger information, manifests, and service data for all paratransit operations. The contractor shall also support compliance with all applicable accessibility and ADA requirements, including service eligibility, trip prioritization,

service monitoring, complaint response, and operating practices necessary to ensure nondiscriminatory access to transportation services.

TCTA expects the selected contractor to work collaboratively with Agency staff to monitor paratransit performance, identify operational challenges, and support ongoing service improvements. This includes recommending opportunities to improve efficiency, productivity, coordination, customer service, and the overall rider experience, while maintaining the flexibility needed to respond to evolving community needs and future service changes over the term of the contract.

## 2.4 Microtransit Operations

Microtransit service is intended to expand flexible, on-demand mobility options and enhance overall system connectivity, particularly in areas or travel markets where traditional fixed-route or paratransit service may be less effective. TCTA views Microtransit as an opportunity to complement existing transit services, improve access to key destinations, increase service flexibility, and enhance the overall rider experience.

TCTA is in the process of implementing a Microtransit pilot service and anticipates that the service will launch before the term of the contract. The selected Operator shall support the planning, implementation, operation, and ongoing refinement of this pilot service in accordance with the goals, policies, operating parameters, and performance expectations established by TCTA.

Because Microtransit is being introduced as a pilot program, continuation of the service beyond the initial year will depend on performance, ridership, customer response, operational effectiveness, and TCTA direction. The Operator shall be prepared to support service evaluation throughout the pilot period and to operate within a flexible framework that allows TCTA to modify, expand, reduce, or discontinue the service based on pilot results, funding availability, and Agency priorities.

The Operator shall support all activities necessary for successful operation of the Microtransit service, including operational readiness, staff training, service coordination, public-facing service delivery, and day-to-day management. The Operator shall operate Microtransit service using Agency-designated technology platforms or other technology solutions approved by TCTA. TCTA currently utilizes technology platforms to support Microtransit operations; however, proposers may recommend alternative or enhanced technology tools, subject to TCTA review and approval, where such tools improve service efficiency, customer experience, reporting capabilities, or system integration. Any proposed alternative solution must support TCTA's requirements for data access, reporting, transparency, and Agency ownership of service data.

The contractor shall be responsible for managing real-time trip requests, routing, scheduling, and dispatching functions associated with Microtransit operations. Service shall be provided within defined service zones, service hours, and other operating parameters established by TCTA, and shall be delivered in a manner that is safe, efficient, responsive, and customer-focused. The contractor shall monitor service in real time and make operational adjustments as needed to respond to demand patterns, delays, cancellations, traffic conditions, or other service issues that may affect productivity, reliability, or rider experience.

The contractor shall also maintain effective communication with riders regarding trip availability, estimated pick-up times, delays, service limitations, and other service-related information. Where Microtransit service is integrated with other TCTA services, the contractor shall support coordination with fixed-route, paratransit, and other mobility services in order to provide a seamless and connected customer experience.

In addition, the Operator shall work collaboratively with TCTA on service design and ongoing service refinement, including service zones, planning, scheduling, vehicle deployment, hours of operation, fare or eligibility policies if applicable, and performance monitoring. The contractor shall maintain accurate service records and operational data and shall support all reporting, analysis, and performance tracking requirements associated with the pilot service. TCTA expects the selected contractor to identify opportunities to improve service efficiency, utilization, productivity, customer experience, and overall effectiveness throughout the pilot period.

## 2.5 Special Services Operations

TCTA may implement special services to address specific community needs, seasonal demand, targeted mobility opportunities, or other service objectives that fall outside the Agency's regular fixed-route, paratransit, and microtransit operations. These services may include, but are not limited to, seasonal routes, event-based transportation, partnership services, demonstration projects, or other specialized transit programs intended to complement the overall system and expand mobility options for the community.

The selected contractor shall support the implementation and operation of special services as directed by TCTA. The scope, duration, operating characteristics, and performance expectations for such services may vary depending on the nature of the service, available funding, community needs, and Agency priorities. TCTA reserves the right to introduce, modify, suspend, or discontinue any special service during the term of the contract.

The contractor shall be prepared to support special services within a flexible operating framework and to coordinate service delivery in accordance with timelines, service parameters, and

operating instructions established by TCTA. Responsibilities may include providing vehicles from the Agency fleet as assigned, deploying operators and support staff, adjusting schedules and staffing levels, coordinating dispatch and communications, and providing any other operational support necessary to implement the service effectively.

Where special services are introduced on a temporary, seasonal, or pilot basis, the contractor shall be prepared to scale operations up or down as needed and to support smooth implementation, transition, and closeout of service. The contractor shall also maintain accurate service records and operational data for all special services and shall support any reporting, performance monitoring, and evaluation activities required by TCTA.

All services provided under this section shall be operated as public transit services and shall comply with all applicable federal, state, and local requirements, including any restrictions related to charter service. Unless otherwise expressly authorized by TCTA and permitted under applicable law, services under this section shall be open to the general public.

TCTA expects the selected contractor to work collaboratively with Agency staff to plan, implement, monitor, modify, and, when necessary, discontinue special services. The contractor shall demonstrate flexibility, responsiveness, and efficient use of resources in supporting these services, while maintaining a high standard of safety, reliability, regulatory compliance, and customer service.

## 2.6 Vehicle Operations and Maintenance

A safe, reliable, and well-maintained fleet is essential to the successful delivery of public transit service. Vehicle condition, cleanliness, availability, and performance directly affect service reliability, passenger safety, customer experience, and the overall effectiveness of the TCTA transit system. The selected contractor shall be responsible for the operation, inspection, maintenance, and repair of all Agency-owned vehicles and related equipment used in service delivery.

The contractor shall perform all preventive maintenance activities in accordance with manufacturer recommendations, established maintenance schedules, applicable regulatory requirements, and TCTA standards. The contractor shall also conduct required daily pre-trip and post-trip inspections and shall ensure that all vehicles placed into service are safe, clean, accessible, and in proper operating condition. Vehicles that do not meet applicable safety or operating standards shall be removed from service until appropriate corrective action has been completed.

The contractor shall be responsible for diagnosing mechanical issues and completing repairs in a timely manner in order to minimize vehicle downtime and service disruption. This includes responding to road calls, service interruptions, and vehicle breakdowns as necessary to maintain service continuity and support dependable operations. The contractor shall maintain adequate maintenance staffing, tools, parts, and procedures necessary to support the Agency fleet and to ensure that vehicles are available and ready for service each day.

The contractor shall maintain accurate, complete, and up-to-date maintenance records for all vehicles and equipment, including records related to preventive maintenance, inspections, repairs, defects, road calls, warranty work, parts usage, and vehicle condition. Maintenance documentation shall be maintained in a format acceptable to TCTA and shall be made available to the Agency upon request. The contractor shall also monitor fleet performance and proactively identify recurring issues, maintenance trends, and potential failures in order to support effective asset management and reduce service interruptions.

In addition to mechanical reliability, the contractor shall ensure that all vehicles are clean, well-presented, and maintained in a condition that reflects positively on the transit system. This includes routine interior and exterior cleaning, prompt correction of minor defects affecting appearance or passenger comfort, and attention to accessibility features, signage, securement equipment, heating and cooling systems, and other elements necessary to support a safe and comfortable passenger environment.

The contractor shall coordinate with TCTA regarding vehicle replacement planning, warranty matters, major repairs, vehicle downtime, and other fleet-related capital or asset management issues. The contractor shall also support compliance with all applicable inspection, maintenance, and safety requirements, including any reporting or recordkeeping obligations associated with state and federal transit programs.

TCTA's fleet currently includes zero-emission vehicles, and the Agency anticipates making additional investments in zero-emission vehicle technology and supporting infrastructure during the term of the contract. The selected contractor shall support the operation, maintenance, charging coordination, and integration of these vehicles and related systems, and shall work collaboratively with TCTA to address the training, safety, facility, operational, and maintenance requirements associated with an expanding zero-emission fleet.

TCTA expects the selected contractor to work as a collaborative operating partner in maintaining a high-quality fleet, supporting long-term asset preservation, and ensuring that vehicles are safe, reliable, and consistently available for service.

## 2.7 Facility Operations

The operations and maintenance facility serves as the central hub for TCTA transit service delivery, supporting dispatch, administration, vehicle storage, fueling or charging activities as applicable, and fleet maintenance functions. Proper use, coordination, and upkeep of the facility are essential to maintaining safe, efficient, secure, and reliable transit operations.

TCTA currently utilizes an operations and maintenance facility under a lease agreement managed by the Agency. During the term of the contract, TCTA may modify facility use arrangements, make changes to the configuration or operation of the existing site, or transition to a different operations and maintenance facilities. The selected contractor shall be expected to support such changes and to cooperate fully with TCTA to ensure continuity of service and an orderly transition, as applicable.

The contractor shall support the day-to-day use and management of the operations and maintenance facility in coordination with TCTA. This includes using the facility to support transit operations, dispatch, fleet maintenance, employee reporting, and related operational activities in a manner that promotes safety, efficiency, security, and proper stewardship of Agency assets.

The contractor shall maintain the facility and assigned work areas in a clean, safe, and orderly condition and shall ensure that vehicles, equipment, tools, parts, supplies, and other materials are stored securely and appropriately. The contractor shall coordinate daily facility activity to support efficient pull-out and pull-in, dispatch functions, maintenance operations, and other service-related needs. Facility use shall be managed in a manner that minimizes disruption, supports safe working conditions, and preserves the usefulness and condition of the site.

The contractor shall promptly notify TCTA of any facility maintenance issues, repair needs, safety concerns, damage, security issues, utility disruptions, or other conditions that may affect operations or require Agency attention. The contractor shall also use all facility infrastructure, systems, and equipment in a responsible manner and in accordance with TCTA direction, lease requirements, safety procedures, and any applicable operating restrictions.

The contractor shall support compliance with all applicable safety, operational, environmental, and regulatory requirements related to facility use, including requirements associated with hazardous materials handling, vehicle servicing, workplace safety, and any zero-emission vehicle charging infrastructure or other specialized equipment located at the site.

TCTA will retain responsibility for major structural repairs, lease obligations, and capital improvements to the facility. The Contractor shall be responsible for routine operational use,

housekeeping, minor maintenance, and any damage caused by Contractor personnel or operations. Utility cost responsibilities will be defined in the Agreement.

## 2.8 Emergency Operations Management

TCTA operates within a rural and mountainous environment that presents unique operational challenges, including wildfires, snow events, severe weather, road closures, power outages, and other emergency conditions that may disrupt transit service. The selected contractor shall play a critical role in supporting safe, coordinated, and effective preparedness, response, and recovery efforts in collaboration with TCTA, Tuolumne County Office of Emergency Services (OES), first responders, and other partner agencies, as appropriate.

The contractor shall support emergency preparedness for events that affect transit operations, employees, passengers, Agency facilities, or Agency vehicles. This includes maintaining familiarity with applicable emergency procedures, participating in emergency planning and readiness activities as directed by TCTA, and ensuring that operational staff are trained and prepared to respond appropriately during emergency situations.

In the event of an emergency, the contractor shall communicate promptly with TCTA regarding the nature of the incident, operational impacts, service disruptions, roadway conditions, facility status, vehicle availability, and any actions taken in response. The contractor shall coordinate with TCTA, OES, emergency responders, and other authorized agencies as needed to support emergency response efforts, including evacuations, movement of affected individuals, temporary service modifications, and other transportation-related needs identified by TCTA.

The contractor shall implement procedures necessary to protect the safety of passengers, employees, and the public during emergency situations. This includes adjusting operations as needed in response to hazardous conditions, communicating service impacts to staff and riders, deploying available resources in a safe and organized manner, and supporting continuity of essential transit functions to the extent feasible under the circumstances.

Where requested by TCTA, the contractor shall support emergency transportation services, including evacuation support, transportation of displaced individuals, and other emergency mobility functions consistent with Agency direction and applicable regulations. The contractor shall be prepared to respond flexibly to changing conditions and to support service modifications, temporary routing changes, altered operating schedules, or suspension and resumption of service as conditions require.

The contractor shall document emergency events, actions taken, service impacts, and any related safety or operational issues and shall prepare required reports in a timely manner. The

contractor shall also participate in post-incident review activities with TCTA and shall help identify lessons learned, corrective actions, and opportunities to strengthen future emergency response and recovery practices.

TCTA expects the selected contractor to work collaboratively with Agency staff to support emergency preparedness, maintain effective communication during incidents, and continuously improve emergency response practices based on operational experience, after-action review, and evolving community needs.

## 2.9 Data Collection and Reporting

Accurate, timely, and comprehensive data is essential to effective transit system management, performance monitoring, service planning, and compliance with state and federal reporting requirements. TCTA places a strong emphasis on data-driven decision-making and expects the selected contractor to maintain high standards of data quality, consistency, transparency, and accountability across all service types and operational functions.

The contractor shall be responsible for collecting, maintaining, validating, and reporting operational and performance data associated with fixed-route, paratransit, microtransit, special services, maintenance activities, and other transit functions performed under the contract. Performance standards, key performance indicators (KPIs), and specific reporting requirements are further detailed in Exhibit C of this RFP and will be included in the resulting agreement; however, the contractor shall be expected to support all routine, ad hoc, and compliance-related reporting needs identified by TCTA.

The contractor shall collect and maintain accurate data related to, at a minimum, ridership, passenger trips, revenue miles, revenue hours, deadhead miles, on-time performance, missed trips, trip denials where applicable, service productivity, vehicle availability, maintenance activity, safety incidents, complaints, and other operational metrics required by TCTA. The contractor shall ensure that data is complete, internally consistent, submitted in a timely manner, and maintained in formats that support analysis, auditing, performance monitoring, and reporting.

The contractor shall prepare and submit regular reports as required by TCTA, including monthly performance reports and other recurring or special reports requested by the Agency. The contractor shall also support all reporting obligations associated with state and federal transit programs, including National Transit Database (NTD) reporting, Transportation Development Act reporting, and any other applicable grant, compliance, or performance reporting requirements. Data and reports shall be provided in formats that are accessible, usable, and compatible with TCTA's systems and analytical needs.

All data generated, collected, or maintained as part of transit operations under the resulting contract shall remain the property of TCTA. The contractor shall provide TCTA with full and unrestricted access to all raw data, summary reports, dashboards, system exports, and underlying datasets at no additional cost. Access shall be provided in real time where available, or otherwise on a schedule and in a format acceptable to TCTA, so that the Agency can independently review performance, conduct analysis, respond to regulatory requirements, and support planning and decision-making.

The contractor shall utilize Agency-designated technology platforms and reporting systems, or propose its own, and shall include systems for operations, scheduling, dispatch, maintenance tracking, and performance monitoring, and shall cooperate fully with TCTA to ensure that data is properly captured and transmitted across those systems. Where the contractor proposes or uses additional software tools, those tools must be capable of supporting TCTA's requirements for data access, transparency, exportability, and Agency ownership of information.

The contractor shall also respond to reasonable ad hoc requests for information, data extracts, performance analysis, and supporting documentation needed by TCTA for Board reporting, regulatory compliance, grant administration, service evaluation, audits, public records response, or other Agency purposes. In addition, the contractor shall proactively identify opportunities to improve data collection procedures, reporting accuracy, system integration, and the overall usefulness of performance information.

TCTA expects the selected contractor to work collaboratively with Agency staff to support data transparency, develop meaningful performance measures, and continuously improve reporting practices in order to strengthen accountability, system performance, and informed decision-making.

## 2.10 Technology and Systems

Technology plays a critical role in supporting efficient transit operations, enhancing the customer experience, and enabling data-driven decision-making. TCTA utilizes a range of technology platforms to support service delivery, scheduling, dispatch, planning, fare collection, customer communication, and performance monitoring, and places a strong emphasis on tools that improve operational efficiency, system transparency, data accessibility, and ease of use for both staff and riders.

The selected contractor shall support the effective use, operation, and day-to-day administration of technology systems used in connection with TCTA transit services. This includes Agency-provided technology platforms and any contractor-proposed technology solutions approved by

TCTA. Any proposed technology must support TCTA's operational needs, integrate effectively with existing systems where appropriate, and align with Agency expectations for data access, reporting, customer experience, and long-term flexibility.

The contractor shall utilize Agency-designated or Agency-approved systems to support dispatching, scheduling, trip management, real-time service oversight, customer communications, maintenance tracking, fare collection, and related operational functions. The contractor shall ensure that all onboard and back-end technology systems function reliably and are used consistently to support accurate service delivery and performance reporting.

The contractor shall support customer-facing technology tools, including trip-booking interfaces, real-time passenger information, service alerts, fare-payment tools, and other communication systems to improve rider access and convenience. The contractor shall also ensure that these tools are functioning properly, that service information is current and accurate, and that any technology-related issues affecting customers are addressed promptly and coordinated with TCTA as needed.

The contractor shall maintain functionality of all operational technology systems within its control and shall coordinate timely resolution of system issues, equipment failures, connectivity problems, and other technology-related disruptions that may affect service delivery, reporting, or the customer experience. The contractor shall also support integration between technology systems to promote data consistency, reduce duplication, and ensure that information used for service management, reporting, and customer communication remains accurate across platforms.

The contractor shall provide appropriate training and ongoing support for staff responsible for using technology systems in daily operations, including dispatchers, drivers, supervisors, customer service staff, and maintenance personnel, as applicable. The contractor shall also work collaboratively with TCTA to identify opportunities for technology improvements that enhance service efficiency, customer experience, operational visibility, and reporting capabilities.

The contractor shall support fare collection and processing in accordance with TCTA policies and approved fare technology platforms. This includes support for cash-handling procedures, digital fare-payment systems, validation equipment, reconciliation processes, and any related reporting requirements established by TCTA. All fare-related activities shall be performed in a secure, accurate, and accountable manner consistent with Agency procedures.

Any technology solutions proposed by the contractor as part of its response shall be clearly described in the proposal, including system functionality, implementation requirements,

hardware and software needs, integration considerations, training requirements, ongoing support, data export capabilities, and all associated costs. TCTA expects the selected contractor to work collaboratively with Agency staff to implement, maintain, and continuously improve technology systems in support of transit operations, customer service, and performance management.

## SECTION 3 – Staffing

Transit personnel play a critical role in delivering safe, reliable, and customer-focused service. The contractor is responsible for ensuring that all staff conduct themselves professionally and are properly trained and qualified to perform their duties in accordance with applicable requirements and industry best practices.

The positions and roles described in this section represent the Agency’s recommended staffing structure based on current operations and service needs. The Agency is open to alternative organizational structures or job classifications proposed by the contractor, provided that the proposed approach demonstrates the ability to effectively support all required services, maintain a strong onsite management presence, and meet the operational and performance expectations outlined in this RFP.

### 3.1 Transit Manager

Responsible for overall management of transit operations, including day-to-day oversight, coordination with the Agency, and performance of the system. This position serves as the primary point of contact and is expected to maintain a consistent on-site presence to support operations and coordination.

Key responsibilities include:

- Providing on-site management and oversight of daily transit operations
- Attend and provide reports to the TCTA Board and Committee Meetings
- Serving as the primary point of contact for the Agency and supporting regular communication and coordination
- Supervising operations staff, including drivers, dispatchers, and maintenance personnel
- Monitoring system performance and supporting achievement of established performance standards and service goals
- Identifying operational challenges and implementing solutions to improve efficiency, reliability, and customer experience
- Supporting implementation of service changes, new services, and operational initiatives

- Ensuring effective communication across all operational functions
- Addressing and resolving operational issues in a timely and proactive manner
- Supporting a culture of safety, professionalism, collaboration, and high-quality customer service
- Weekly meetings with TCTA staff and leadership

### 3.2 Lead Mechanic

The Contractor shall provide at least one full-time, on-site Lead Mechanic who shall be responsible for the day-to-day oversight of fleet maintenance activities and for helping ensure that all TCTA vehicles and related equipment are safe, reliable, clean, and available for service. The Lead Mechanic shall serve as the senior on-site maintenance employee and shall work closely with the Contractor's management staff and TCTA to support a proactive, well-documented, and high-quality maintenance program.

The Lead Mechanic shall be responsible for supervising and participating in preventive maintenance, inspections, diagnostics, repairs, road call responses, and other maintenance activities necessary to keep the TCTA fleet in good repair. Responsibilities shall include oversight of daily pre-trip and post-trip defect follow-up, scheduled preventive maintenance inspections, corrective maintenance, coordination of warranty work, parts and materials management, and documentation of all maintenance activity in accordance with TCTA requirements and applicable regulatory standards.

The Lead Mechanic shall monitor vehicle condition, maintenance quality, recurring defects, road calls, component failures, and vehicle availability, and shall take appropriate action to minimize downtime and service interruptions. The Lead Mechanic shall also be responsible for maintaining accurate and complete maintenance records, ensuring the timely completion of required inspections and repairs, and supporting all reporting required by TCTA, the California Highway Patrol, the FTA, and other applicable agencies or programs.

The Lead Mechanic shall provide technical guidance and direction to other maintenance personnel, support training and development of shop staff, and help ensure that maintenance work is performed safely, efficiently, and in accordance with manufacturer recommendations, TCTA standards, and all applicable federal, state, and local requirements. Where the Contractor assigns more than one mechanic or maintenance employee to the operation, the Lead Mechanic shall coordinate shop workflow and provide day-to-day supervision of maintenance activities.

The Lead Mechanic shall also support maintenance planning related to TCTA's existing and future zero-emission vehicles and associated infrastructure. This includes supporting charging

readiness, routine inspection and maintenance of electric vehicles and related equipment, coordination with vendors or specialists as needed, and assisting TCTA with implementation of evolving fleet technology and maintenance practices.

The person proposed to serve as Lead Mechanic shall have at least three (3) years of documented journey-level experience in vehicle maintenance and repair, including experience with transit vehicles or other medium- or heavy-duty fleet vehicles similar to those operated by TCTA. Experience in a fleet environment, including responsibility for preventive maintenance scheduling, diagnostics, repairs, and maintenance recordkeeping, is required. Experience with wheelchair lifts or ramps, vehicle electrical systems, HVAC systems, and zero-emission vehicle technology is highly desirable.

The Lead Mechanic shall possess all licenses and qualifications necessary to perform the required work and, if required by the Contractor's operating plan or TCTA, shall be capable of operating TCTA service vehicles in compliance with applicable law and Agency requirements. TCTA reserves the right to review and approve the qualifications of the proposed Lead Mechanic and to require replacement of any individual who fails to perform the duties of the position in a satisfactory manner.

### 3.3 Transit Drivers

The Contractor shall provide a sufficient number of qualified transit drivers to safely and reliably operate all TCTA services, including fixed-route, paratransit, microtransit, special services, and emergency response or evacuation support services as directed by TCTA. The Contractor shall be responsible for the recruitment, screening, selection, training, supervision, retention, and ongoing qualification of all drivers assigned to TCTA service.

All drivers shall be thoroughly trained, fully qualified, and properly licensed to operate the vehicles assigned to them in the State of California. The Contractor shall not place any driver into revenue service until that driver has successfully completed all training required by applicable federal, state, and local law, as well as all Contractor and TCTA-required training applicable to the service to be operated. The Contractor shall provide TCTA with a current list of all drivers assigned to the service prior to start-up and shall update that list at least quarterly, or more frequently upon request.

All drivers operating TCTA revenue vehicles shall hold a valid California Class B commercial driver's license with all endorsements, certificates, and medical qualifications required for the type of vehicle and service being operated. Drivers shall also possess a valid Verification of Transit Training certificate prior to entering revenue service. For demand-response and

paratransit services, the Contractor shall ensure that no driver operates a vehicle in service requiring General Public Paratransit Vehicle certification unless that driver holds the required California Highway Patrol General Public Paratransit Vehicle (GPPV) certification.

The Contractor shall maintain a formal driver training and retraining program for all drivers assigned to TCTA service. At a minimum, the program shall include classroom instruction, behind-the-wheel training, refresher training, and remedial training as needed. Training shall include, but not be limited to, defensive driving, passenger assistance, wheelchair lift and securement procedures, ADA requirements, sensitivity and empathy training, accident and incident procedures, radio procedures, customer service, route and fare knowledge, safe operation in rural and mountain conditions, and any other subject matter necessary to ensure safe and effective service delivery. Drivers shall be trained to operate all vehicle types to which they may be assigned. Training in snow chain installation and removal, and related winter operating procedures, shall also be provided as applicable to TCTA service conditions.

The Contractor shall ensure that all drivers remain current on required licenses, certificates, medical examinations, training, and substance testing requirements at all times. Any driver who does not maintain current qualifications, fails required training, fails to meet medical qualification standards, or is otherwise not eligible for revenue service shall be removed from service immediately until all deficiencies have been corrected. The Contractor shall monitor driver license status and driving eligibility through regular review of Department of Motor Vehicles records and shall conduct DMV record checks no less than every six (6) months. The Contractor shall notify TCTA of any material issues affecting a driver's eligibility to operate service and of any corrective action taken.

Drivers are the most visible representatives of TCTA and are expected to present a positive, professional, and customer-focused image of the transit system at all times. The Contractor shall ensure that drivers are courteous, respectful, neat in appearance, and responsive to riders and the public. Drivers shall be knowledgeable regarding routes, schedules, transfer points, fares, service policies, and basic customer information, and shall perform their duties in a safe, lawful, and professional manner. Drivers shall comply with all TCTA operating policies, safety procedures, fare handling requirements, communication procedures, and service standards.

The Contractor shall ensure that all drivers are trained to comply with ADA operating requirements, including stop announcements where required, proper use of accessibility equipment, passenger assistance, boarding and deboarding procedures, securement of mobility devices, and respectful service to individuals with disabilities. The Contractor shall maintain training materials, records, and performance-monitoring procedures sufficient to demonstrate compliance with these requirements and to support corrective action or retraining as needed.

The Contractor shall develop, maintain, and enforce a driver performance monitoring and evaluation program that addresses safe driving, customer service, reliability, attendance, regulatory compliance, complaints, preventable accidents, and overall job performance. TCTA expects the Contractor to actively support driver recruitment and retention practices that promote workforce stability, reduce turnover, and maintain consistent service quality.

### 3.4 Dispatcher

The Contractor shall provide a sufficient number of qualified dispatch personnel to support the safe, efficient, reliable, and customer-focused operation of all TCTA transit services, including fixed-route, paratransit, microtransit, special services, and emergency or evacuation support operations as directed by TCTA. Dispatch personnel shall be responsible for coordinating day-to-day service delivery, supporting field operations in real time, maintaining effective communication with vehicle operators and riders, and ensuring that service is delivered in accordance with TCTA policies, schedules, service parameters, and applicable regulatory requirements.

The Contractor shall utilize a systematic scheduling and dispatch method capable of accommodating advance reservations, same-day trip requests where applicable, and real-time service adjustments. Dispatch operations shall integrate service demand into efficient vehicle assignments and operating schedules that maximize productivity, maintain service quality, and support compliance with ADA requirements and other applicable service standards. Dispatch personnel shall be capable of supporting both scheduled and demand-responsive services and of adapting to changing operating conditions throughout the service day.

Dispatch personnel shall maintain radio or other approved communication contact with all vehicles in service and shall be responsible for monitoring service status, relaying operational information, responding to delays and disruptions, coordinating service adjustments, and documenting significant service events. The Contractor shall maintain a Daily Dispatch Log or equivalent Agency-approved dispatch record documenting vehicle assignments, driver assignments, service issues, communications, missed trips, detours, incidents, and other operational events as required by TCTA.

Dispatch personnel shall be trained and proficient in professional dispatch techniques, radio protocol, telephone communications, customer service, and cooperative interaction with drivers, supervisors, passengers, and Agency staff. Dispatch personnel shall also have detailed knowledge of TCTA routes, schedules, service zones, transfer points, fares, operating policies, rider eligibility requirements, where applicable, and procedures related to fixed-route, paratransit, and microtransit service. Personnel assigned to dispatch or telephone information

functions shall be trained to respond appropriately to trip requests, service questions, complaints, rider concerns, no-shows, cancellations, and service disruptions.

The Contractor shall ensure that dispatch personnel are proficient in the use of TCTA's computerized scheduling, dispatch, and trip management systems, including Agency-designated or Agency-approved software platforms. Dispatchers shall be capable of monitoring automated scheduling systems, making manual adjustments when necessary, maintaining accurate manifests and trip records, and supporting real-time service management to improve efficiency, on-time performance, and service reliability.

Because TCTA serves older adults, persons with disabilities, and other riders with specialized transportation needs, dispatch personnel shall be trained in the needs of seniors and individuals with disabilities and shall respond to service requests with sensitivity, professionalism, and efficiency. Dispatchers shall support ADA-compliant operations and shall understand applicable service priorities, service windows, reservation procedures, and communication practices necessary to ensure equitable and nondiscriminatory access to service.

Dispatch personnel shall also play an important role in incident response and emergency operations. The Contractor shall ensure that dispatch staff are trained in emergency communication procedures, accident and incident reporting, service interruption response, and coordination with field supervisors, emergency responders, and TCTA staff. During emergencies, dispatch personnel shall be prepared to document calls for assistance, communicate with operators and management staff, support rerouting or service modifications, and maintain accurate records of actions taken and service impacts.

TCTA expects dispatch personnel to function as a core operational control point for the transit system. The Contractor shall monitor dispatcher performance, provide refresher training as needed, and ensure that dispatch staffing levels, experience, and performance are sufficient to maintain consistent operational oversight, accurate information flow, and high-quality customer service throughout all hours of operation.

### 3.5 Drug and Alcohol Program Compliance

The Contractor shall establish, implement, maintain, and enforce a drug and alcohol testing and compliance program for all employees performing safety-sensitive functions in connection with TCTA transit services. The program shall comply at all times with all applicable federal, state, and local requirements, including but not limited to 49 CFR Part 40, 49 CFR Part 655, and any related Federal Transit Administration, U.S. Department of Transportation, Caltrans, and TCTA requirements applicable to public transit operations. The Contractor's drug and alcohol program

shall apply to all employees and applicants assigned to safety-sensitive duties, including but not limited to drivers, dispatchers who perform covered functions, mechanics, supervisors, managers, or any other personnel whose duties are subject to federal transit drug and alcohol testing rules. The Contractor shall be solely responsible for ensuring that no individual performs a covered safety-sensitive function unless that individual is fully eligible to do so under applicable law and program requirements.

The Contractor shall conduct all required testing, including pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing, in accordance with applicable federal regulations and accepted industry practices. The Contractor shall also maintain an anti-drug and alcohol misuse policy that clearly describes prohibited conduct, testing procedures, consequences of violations, education and training requirements, referral and return-to-duty procedures, and employee responsibilities. The policy and any subsequent revisions shall be provided to TCTA for review upon request.

The Contractor shall be responsible for all administration, implementation, recordkeeping, and reporting associated with the program, including coordination with collection sites, medical review officers, substance abuse professionals, consortiums or third-party administrators if used, and any other service providers necessary to maintain full compliance. Use of a third-party administrator shall not relieve the Contractor of responsibility for compliance. The Contractor shall ensure that all required records are maintained securely and confidentially and in accordance with applicable retention requirements.

The Contractor shall provide TCTA with documentation sufficient to verify compliance with all applicable drug and alcohol testing requirements. This shall include, at a minimum, copies of applicable policies, certifications of compliance, summaries of testing activity, Management Information System (MIS) reports when required, and any additional records or reports reasonably requested by TCTA in connection with oversight, audits, grant compliance, incident review, or regulatory reporting. The Contractor shall also permit inspection of program records, facilities, and testing processes by authorized representatives of TCTA, Caltrans, FTA, USDOT, or other authorized oversight entities, to the extent permitted by law. These oversight and reporting expectations are consistent with current California transit procurements.

The Contractor shall ensure that all covered employees receive the education and training required by applicable regulations, including training for supervisors on the signs and symptoms of drug use and alcohol misuse, and, where applicable, on the procedures for making reasonable suspicion determinations. The Contractor shall also ensure that employees are informed of program requirements before performing safety-sensitive duties and that all required acknowledgments and certifications are completed and retained.

Any employee who fails a required drug or alcohol test, refuses to test, violates the Contractor's policy, or otherwise becomes ineligible to perform a safety-sensitive function shall be immediately removed from such duty and shall not be returned to covered service unless and until all applicable return-to-duty requirements have been satisfied. The Contractor shall promptly notify TCTA of any event that materially affects the availability of safety-sensitive personnel, service delivery, or regulatory compliance, while preserving confidentiality to the extent required by law.

TCTA expects the selected Contractor to maintain a drug and alcohol compliance program that is proactive, well-documented, and fully integrated into the Contractor's broader safety management practices. The Contractor shall work cooperatively with TCTA to support oversight, maintain compliance, reduce operational risk, and ensure that all transit services are delivered by a workforce that is qualified, fit for duty, and compliant with applicable substance testing requirements.

### 3.6 General Personnel Information

All personnel shall comply with applicable federal, state, and local laws and regulations, as well as Agency policies and operational requirements. The contractor shall ensure that all employees maintain the licenses, certifications, and qualifications necessary for their assigned roles and responsibilities.

The contractor shall provide initial and ongoing training appropriate to each position, including training related to safety, customer service, accessibility, and the use of technology systems. Training shall include, as applicable, defensive driving, ADA compliance, emergency response procedures, and effective communication with the public, including handling difficult or sensitive situations. The contractor shall also ensure that personnel receive any specialized training necessary to support evolving services, including demand-response and microtransit operations.

The contractor shall promote a culture of safety, professionalism, accountability, and respect in all aspects of service delivery. The contractor shall maintain records of employee qualifications and training and make them available to the Agency upon request.

## SECTION 4 – Compliance & Regulatory Requirements

### 4.1 Title VI Compliance

The requirements described in this section are supplemented by detailed federal and state provisions. The contractor will comply with all applicable laws, regulations, and requirements associated with the operation of federally and state-funded transit services.

The Contractor shall comply with all applicable federal, state, and local civil rights requirements in the performance of services under the contract, including but not limited to Title VI of the Civil Rights Act of 1964, as amended, and all implementing regulations, guidance, and assurances applicable to federally funded public transit services. The Contractor shall also comply with all related Federal Transit Administration and U.S. Department of Transportation civil rights requirements identified in the resulting agreement and associated contract documents.

The Contractor shall ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program, service, activity, or employment practice related to the operation of TCTA transit services on the basis of race, color, or national origin, and shall comply with all other nondiscrimination obligations applicable to the contract. In carrying out the work, the Contractor shall also comply with TCTA's nondiscrimination policies and with all applicable provisions related to equal opportunity and fair treatment in the provision of service to the public.

The Contractor shall operate all transit services in a manner that is nondiscriminatory and fully accessible to the public, and shall ensure that service delivery practices, customer interactions, communications, complaint handling, dispatching, scheduling, and field operations are conducted in a manner consistent with Title VI and other applicable civil rights requirements. The Contractor shall also ensure that riders are treated with courtesy, dignity, fairness, and respect, and that no discriminatory practice is permitted in the delivery of fixed-route, paratransit, microtransit, special services, or any other service operated on behalf of TCTA.

The Contractor shall be responsible for ensuring that its employees, supervisors, managers, and subcontractors, if any, are informed of and trained on applicable civil rights requirements relevant to their duties. This shall include, as appropriate, training on nondiscrimination obligations, customer service expectations, language access awareness, complaint response procedures, and respectful interactions with members of the public, including persons with limited English proficiency and other potentially underserved populations.

The Contractor shall cooperate fully with TCTA in supporting Title VI compliance activities, including the provision of records, reports, service data, complaint information, and other documentation reasonably requested by TCTA for monitoring, reporting, audits, investigations, program updates, or responses to regulatory agencies. The Contractor shall promptly notify TCTA of any Title VI complaint, claim, investigation, legal action, or other allegation of discrimination related to services operated under the contract and shall provide all information necessary for TCTA to review and respond appropriately.

The Contractor shall maintain and make available records sufficient to document compliance with applicable civil rights requirements and shall support TCTA in implementing any required corrective actions, service reviews, public information updates, or policy modifications necessary to maintain compliance. Where public notices, complaint procedures, translated materials, or other customer-facing civil rights information are required by TCTA, the Contractor shall assist in distributing, posting, or implementing such materials and procedures as directed.

TCTA expects the selected Contractor to act as a responsible public partner and uphold the highest standards of fairness, nondiscrimination, and equitable service delivery across all aspects of transit operations.

#### 4.2 Americans with Disabilities Act

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, and all implementing regulations, guidance, and related federal and state requirements applicable to the operation of public transit services on behalf of TCTA. ADA compliance shall apply to all aspects of service delivery, including fixed-route service, paratransit demand-response service, microtransit service where applicable, customer communications, scheduling, dispatching, operator assistance, vehicle accessibility, complaint response, and administrative processes related to rider eligibility and access.

The Contractor shall operate TCTA services in a manner that ensures accessible, nondiscriminatory transportation for individuals with disabilities. This includes maintaining service practices, operating procedures, and staff training necessary to ensure full compliance with ADA requirements and to ensure that eligible passengers can use TCTA services safely, effectively, and with dignity.

The Contractor shall schedule and dispatch service in accordance with applicable ADA requirements and shall utilize scheduling and dispatch practices that support timely and nondiscriminatory service delivery. Scheduling methods, dispatch procedures, and associated software tools shall be capable of accommodating next-day service requests where required and otherwise supporting ADA-compliant service delivery.

The Contractor shall also provide ADA-compliant prior-day scheduling opportunities for Paratransit trip requests on Sundays and holidays, and shall provide staffing sufficient to return voicemail messages received after hours to maintain next-day service availability consistent with ADA requirements.

The Contractor shall ensure that all vehicles used in service are operated in a manner consistent with applicable accessibility requirements and that accessibility features, including wheelchair

lifts, ramps, securement systems, and related equipment, are properly used, inspected, and maintained. The Contractor shall not place inaccessible or improperly functioning equipment into service when doing so would violate applicable requirements or compromise passenger safety.

The Contractor shall ensure that all drivers, dispatchers, customer service staff, and other employees whose duties affect passengers receive appropriate ADA-related training. At a minimum, such training shall address passenger assistance, use of wheelchair lifts or ramps, mobility device securement, sensitivity and empathy toward older adults and persons with disabilities, communication practices, service animal accommodation, stop announcement or communication requirements where applicable, and other operating procedures necessary to provide accessible service.

For demand-response and paratransit-related services, the Contractor shall ensure that only properly qualified drivers operate vehicles that require General Public Paratransit Vehicle certification and shall maintain compliance with all related driver qualification and operating requirements. The Contractor shall also ensure that no employee lacking the required certifications performs ADA-related demand-response service in a manner inconsistent with law or TCTA policy.

The Contractor shall implement and administer an ADA Certification program in accordance with TCTA policies and procedures. Tasks shall include receiving requests for application materials, assisting individuals in completing application forms as needed, processing applications, determining eligibility in accordance with approved procedures, maintaining records of certified individuals, and providing TCTA with updated lists and related information as required. The Contractor shall use TCTA-approved forms and shall administer the program in a manner that is fair, timely, well-documented, and compliant with applicable law.

The Contractor shall promptly document and report ADA-related complaints, service issues, denials, missed trips where applicable, equipment failures affecting accessibility, and other incidents that may affect compliance or passenger access. The Contractor shall cooperate fully with TCTA in responding to complaints, investigations, audits, corrective actions, and any required reporting or documentation related to ADA compliance.

TCTA expects the selected Contractor to treat ADA compliance as a core operational responsibility and an essential component of high-quality public transit service. The Contractor shall work collaboratively with TCTA to maintain accessible services, support continuous improvement, and ensure that persons with disabilities can use TCTA services safely, reliably, and without discrimination.

### 4.3 Federal Transportation Administration / Department of Transportation

The Contractor shall comply with all applicable requirements of the Federal Transit Administration (FTA), the U.S. Department of Transportation (DOT), and all other federal, state, and local laws, regulations, circulars, guidance, and requirements governing the operation of public transit services funded in whole or in part with federal assistance. Compliance with these requirements shall apply to all services, personnel, vehicles, records, reporting, procurement activities, subcontractors, and operational practices performed under the resulting contract.

The Contractor shall perform all work in accordance with the federal provisions incorporated into the contract, including all required FTA and DOT clauses, certifications, and assurances. The selected Contractor shall be expected to comply with all such requirements as updated and incorporated into the resulting agreement.

The Contractor shall be responsible for maintaining awareness of, and compliance with, all federal requirements applicable to federally assisted transit operations, including but not limited to requirements related to safety, drug and alcohol testing, civil rights, ADA, procurement, records retention, employee protections, charter service restrictions, school bus restrictions, vehicle maintenance, reporting, and grant compliance. The Contractor shall ensure that all employees, managers, and subcontractors whose work affects federally funded transit service are informed of and comply with the applicable requirements relevant to their duties.

The Contractor shall execute, maintain, and submit all federally required certifications, forms, representations, and disclosures necessary for contract performance, including those related to debarment and suspension, lobbying, and any other FTA or DOT certifications required during the term of the contract. The Contractor shall immediately notify TCTA of any event, finding, investigation, violation, suspension, disqualification, or other matter that may affect the Contractor's eligibility to perform federally funded work or TCTA's compliance with federal requirements.

The Contractor shall maintain all books, records, documents, policies, procedures, reports, training records, maintenance records, testing records, and other materials necessary to demonstrate compliance with applicable FTA and DOT requirements. Such records shall be maintained in accordance with applicable retention requirements and shall be made available to TCTA, Caltrans, FTA, DOT, the Comptroller General, and any other authorized oversight or auditing entity upon request. The Contractor shall cooperate fully with audits, reviews, inspections, investigations, triennial reviews, grant monitoring activities, and other oversight processes related to the contract.

Where the Contractor utilizes subcontractors, vendors, consultants, or third-party service providers in connection with the contract, the Contractor shall ensure that all applicable FTA and DOT requirements are properly flowed down and enforced to the extent required by law, regulation, or the resulting agreement. The Contractor shall remain responsible for compliance by its subcontractors and shall not be relieved of its obligations through delegation of work to others.

The Contractor shall also support TCTA in meeting its federal reporting, monitoring, and grant administration obligations. This includes timely provision of data, documents, certifications, explanations, and other supporting materials needed by TCTA for federal compliance, reimbursement, audits, oversight reviews, or responses to regulatory agencies. The Contractor shall promptly implement any corrective action required by TCTA or by an authorized oversight agency in connection with a compliance finding or deficiency related to the Contractor's work.

TCTA expects the selected Contractor to treat FTA and DOT compliance as a core contractual responsibility and to maintain a proactive, well-documented, and cooperative approach to regulatory compliance throughout the term of the contract.

#### 4.4 Disadvantaged Business Enterprise (DBE)

The Contractor shall comply with all applicable requirements of 49 CFR Part 26 and all related guidance issued by the Federal Transit Administration, the U.S. Department of Transportation, and the California Department of Transportation. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

TCTA is not establishing a contract-specific DBE participation goal for this solicitation. Proposers are not required to demonstrate good faith efforts toward a DBE goal, and DBE participation will not be evaluated against a numerical target.

TCTA encourages participation of DBE-certified and small businesses through race-neutral means. The Contractor shall ensure that any subcontractors perform a commercially useful function and shall maintain records of subcontractor participation, including DBE status where applicable.

DBE firms must be certified through the California Unified Certification Program or a USDOT-recognized program. The Contractor shall provide documentation upon request and cooperate with TCTA and applicable oversight agencies in any compliance review.

## 4.5 California Air Quality Standards

The Contractor shall operate, maintain, and manage TCTA fleet vehicles and related equipment in a manner that supports ongoing compliance with all applicable California air quality and emissions requirements, including any requirements of the California Air Resources Board (CARB) and any other federal, state, or local laws, regulations, rules, or standards governing transit fleet emissions, fuel use, idling, inspection, reporting, and vehicle technology.

The Contractor shall be responsible for operating and maintaining all Agency-owned vehicles in a manner that preserves compliance with applicable emissions and air quality requirements and supports the Agency's fleet management objectives. This includes ensuring that vehicles are properly maintained, inspected, repaired, and operated so as to minimize emissions-related issues, avoid preventable compliance deficiencies, and support continued use of the fleet in accordance with applicable law.

The Contractor shall promptly identify and report to TCTA any vehicle condition, maintenance issue, equipment failure, or regulatory change that could affect fleet compliance with applicable air quality or emissions standards. The Contractor shall take appropriate corrective action, in coordination with TCTA, to address any such issue in a timely manner and to minimize operational disruption, vehicle downtime, or regulatory risk.

The Contractor shall support TCTA in maintaining records and documentation related to fleet compliance, including maintenance records, inspections, repair history, vehicle condition information, fuel or energy use data where applicable, and any other information reasonably required by TCTA to support regulatory compliance, grant requirements, asset management, or fleet planning. The Contractor shall also cooperate with TCTA in connection with any audits, inspections, reporting obligations, or compliance reviews related to vehicle emissions, air quality standards, or fleet modernization requirements.

The Contractor shall operate vehicles in a manner that promotes fuel efficiency, reduces unnecessary idling, and supports environmentally responsible transit operations consistent with TCTA policies and applicable regulatory requirements. The Contractor shall ensure that staff responsible for fleet operation and maintenance are trained, informed, and supervised in a manner that supports compliance with applicable air quality standards and good fleet stewardship practices.

TCTA's fleet currently includes zero-emission vehicle technology, and the Agency anticipates making additional investments in zero-emission vehicles and supporting infrastructure during the term of the contract. The Contractor shall support the deployment, operation, maintenance, and

integration of these vehicles and related systems in a manner consistent with applicable regulatory requirements, manufacturer guidance, Agency direction, and evolving state transit fleet requirements.

TCTA expects the selected Contractor to work collaboratively with Agency staff to support continued compliance with California air quality standards, preserve the condition and usefulness of Agency fleet assets, and support the Agency's long-term transition toward cleaner vehicle technologies.

#### 4.6 CA Labor Code §1072

The Contractor shall comply with all applicable requirements of California Labor Code § 1072 and any other related laws governing retention of employees when a public transit service contract is awarded to a new contractor.

As part of its proposal, each proposer shall clearly state whether it will retain the employees of the prior contractor or subcontractor for a period of not less than ninety (90) days if awarded the contract. This declaration shall be made in the form required by TCTA and shall be signed by an authorized representative of the proposer. California Labor Code § 1072 requires that this declaration be made as part of the bid for a service contract and further provides that the awarding authority shall give a 10 percent preference to a bidder who agrees to retain the employees of the prior contractor or subcontractor for that period.

If the selected Contractor elects to retain the employees of the prior contractor or subcontractor pursuant to California Labor Code § 1072, the Contractor shall comply with all applicable requirements associated with that election. This includes making a written offer of employment to each employee to be retained, stating the time within which the employee must accept that offer, which shall be not less than 10 days. The law also provides that nothing in this requirement obligates the successor contractor to pay the same wages or provide the same benefits as the prior contractor.

For purposes of this requirement, retained employees are expected to be utilized in positions that are substantially similar to the positions they previously held and to perform essentially the same services previously performed under the prior contract, consistent with applicable law. TCTA expects proposers to carefully review their staffing and transition approach and to clearly describe in their proposal how they intend to comply with this requirement, if applicable. TCTA reserves the right to request additional information, certifications, or documentation necessary to verify a proposer's declaration and to evaluate any preference applicable under California Labor Code § 1072. The selected Contractor shall maintain records sufficient to demonstrate

compliance with its declaration and with all applicable legal requirements related to employee retention and transition.

Nothing in this section shall be interpreted to limit any obligation imposed by law or to create any right or remedy beyond those provided under applicable statute and contract requirements. The Contractor shall be solely responsible for complying with all legal obligations arising from its election under California Labor Code § 1072.

#### 4.7 Protected Health Information, Cybersecurity, & Data Governance

The contractor will comply with all applicable laws and regulations related to the protection of sensitive information, including Personally Identifiable Information (PII) and, where applicable, Protected Health Information (PHI).

The contractor will implement and maintain appropriate cybersecurity measures to protect systems, operational data, and customer information from unauthorized access, disclosure, or misuse. This includes maintaining secure systems, following industry best practices, and promptly addressing any identified vulnerabilities or incidents.

All data generated as part of transit operations under this contract will be the property of TCTA. The contractor will ensure that such data is securely managed and that TCTA is provided full access to data, reports, and underlying datasets as needed to support operations, compliance, and decision-making.

The contractor will ensure that any PII and PHI is collected, stored, transmitted, and accessed in a secure and compliant manner and will limit access to authorized personnel only.

The contractor will promptly notify TCTA of any data breaches, cybersecurity incidents, or unauthorized access to systems or information and will cooperate fully in response and mitigation efforts.

#### 4.8 Required Certifications and Federal Provisions

The selected contractor will be required to execute all applicable federal and state certifications and comply with required contract provisions as a condition of award.

These requirements will be included in the Professional Services Agreement, and are not limited to:

- Debarment and Suspension Certification
- Certification Regarding Lobbying
- Federal Transit Administration (FTA) Required Provisions

- Title VI Assurances and Non-Discrimination Provisions

## SECTION 5 – Insurance Requirements

### 5.1 General Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### 5.2 Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and complete operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hire, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### 5.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additionally Insured Status**

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the additional of both CG 20 10, CG 20 26, CG 20 333, or CG 20 38; and CG 20 37 if a later edition is used).

### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the Entity, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### **Umbrella or Excess Policy**

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additionally Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### **Waiver of Subrogation**

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contract may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the Entity, but this provision applies regardless of whether or not an endorsement has been issued.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### **Claims Made Policies**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contractor work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.

### **Verification of Coverage**

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experiences, insurer, coverages, or other special circumstances.

## SECTION 6 – Performance Standards & Reporting

### 6.1 Performance Expectations & Accountability

Our organization places a strong emphasis on measurable performance, accountability, and continuous improvement in the delivery of transit services. The contractor will be expected to meet defined performance standards and support ongoing monitoring and evaluation of system performance.

Performance standards will be enforceable and will be used to evaluate service quality, operational efficiency, safety, and customer experience. The contractor is expected to actively manage operations to meet or exceed established standards and to proactively identify and address performance issues.

Detailed performance standards, measurement methodologies, and any associated remedies or corrective actions will be defined in Exhibit C and incorporated into the resulting agreement.

### 6.2 Key Performance Indicators (KPIs)

The contractor will monitor and report monthly on key performance indicators across all service types. These indicators are intended to provide a comprehensive view of system performance and will include, but are not limited to:

- On-time performance (OTP)
- Service reliability, including missed trips and delays
- Productivity (e.g., passengers per hour and/or passengers per mile)
- Ridership trends
- Customer complaints and resolution
- Vehicle availability and maintenance performance
- Safety and accident rates

The TCTA reserves the right to update or modify performance metrics over time to reflect evolving service goals, operational priorities, and industry best practices. In addition, the TCTA reserves the right to negotiate updated or revised performance metrics with the Contractor at any time during the term of the Agreement. Any such changes shall be mutually agreed upon and formalized through a written contract amendment executed by both parties prior to taking effect.

### 6.3 Data Collection, Ownership, & Access

All data generated through transit operations shall be the property of TCTA. The Contractor may utilize proprietary systems; however, all operational and performance data must be accessible to TCTA in usable, exportable formats without restriction.

### 6.4 Real-Time Data and System Integration

Real-time operational data is a core requirement of this contract. The Contractor shall provide real-time or near-real-time data consistent with industry standards and Agency requirements. Specific data availability, format, and integration requirements will be finalized during contract negotiation. The Contractor shall ensure that real-time data on service delivery, vehicle location, and operational performance is continuously available to the TCTA and integrated with Agency systems, as required.

At a minimum, the Contractor's real-time tracking system shall provide:

- Vehicle location – GPS-based tracking of all active vehicles updated at intervals of no greater than 30 seconds
- Vehicle speed – real-time speed monitoring for all vehicles in service, accessible to TCTA staff
- On-time performance – automated comparison of actual vehicle position against scheduled timepoints, updated in real time
- Schedule adherence and headway monitoring – identification of early departures, late arrivals, and gaps in service as they occur
- Trip status – real-time visibility into trip completion, missed trips, detours, and service disruptions
- Passenger loads – where Automatic Passenger Counter (APC) equipment is available, real-time or near-real-time passenger load data by stop and trip

All real-time data shall be accessible to TCTA staff through a dashboard or interface approved by the TCTA. The Contractor shall support integration with platforms currently used by the TCTA, including, but not limited to, Swiftly, VIA, and Remix, and shall support the implementation of new or alternative technology solutions as approved in writing by the TCTA.

The Contractor shall not use proprietary systems or data formats that restrict the TCTA's ability to access, export, or migrate operational data. All data generated under this Agreement is and shall remain the property of the TCTA.

## 6.5 Reporting Requirements and Dashboards

The contractor will provide regular reporting on system performance in a format that supports transparency, usability, and data-driven decision-making.

Reporting will include:

- Monthly (15<sup>th</sup> of each Month) performance reports summarizing KPIs and operational metrics
- Interactive dashboards or equivalent tools that allow real-time monitoring of system performance
- Data outputs that support internal analysis, public transparency, and regulatory reporting

Static or non-interactive reporting formats that limit data usability, including PDF-only reports, will not be sufficient to meet these requirements.

## 6.6 On-Time Performance and Service Reliability

The contractor will monitor and manage on-time performance and overall service reliability across all service types.

The contractor will actively manage operations to minimize delays, avoid missed trips, and ensure consistent and reliable service delivery. Performance expectations and thresholds will be defined in Exhibit C.

## 6.7 Safety & Accident Reporting

The contractor will prioritize safety in all aspects of operations and will maintain procedures for reporting, documenting, and responding to accidents and incidents.

The contractor will report all accidents and safety incidents in a timely manner, maintain accurate records, and support ongoing evaluation and improvement of safety performance. Specific performance standards and reporting requirements are defined in Exhibit C.

## 6.8 Technology Platforms and Fare Collection

The organization currently utilizes platforms such as Via, Swiftly, and Remix to support operations and planning. The contractor will be expected to operate within these systems or propose alternative solutions that meet or exceed current capabilities. Any proposed technology must support data access, integration, and reporting requirements as outlined in this section.

The contractor shall support integration with current and future fare collection systems and shall ensure that fare-related data is accurate, accessible, and aligned with organizational

requirements. At a minimum, the contractor shall ensure the system supports transaction-level fare data, reconciliation of ridership and revenue, reporting by service type, route, run, trip, stop or pickup/drop-off location where applicable, operator, fare category, payment media, and date/time of transaction. The contractor shall also support the production of regular and ad hoc reports in exportable formats and shall maintain controls sufficient to verify fare collection activity, cash handling where applicable, pass usage, mobile ticket validation, fare policy compliance, and the accuracy of fare revenue reporting. Fare system data shall be compatible with Agency reporting, auditing, National Transit Database support needs, and integration with CAD/AVL or other operational platforms to the extent applicable.

## 6.9 Budget & Operational Performance

The contractor will operate within the approved budget and support efficient and cost-effective service delivery. The contractor shall prepare and submit regular financial and operating reports, in a format acceptable to the Agency, that compare budgeted and actual expenditures and document significant variances, cost drivers, and performance trends. Reporting shall, at a minimum, address labor, overtime, fuel, maintenance, parts, training, technology, claims, and other major operating cost categories, together with service indicators such as revenue hours, revenue miles, passenger trips, on-time performance, missed trips, road calls, and cost per service unit, as applicable. The contractor shall promptly communicate any actual or anticipated condition that could materially affect the budget, service delivery, or contractual performance standards, and shall provide recommendations to mitigate cost increases, improve efficiency, and maintain reliable service.

## SECTION 7 – Agreement Term

### 7.1 Contract Length & Extension

The selected contractor(s) will enter into an agreement with the Agency for the management and operation of the Tuolumne County Transit system for an initial term of four (4) years.

The Agency may extend the agreement for additional terms at its discretion.

### 7.2 Start Date

The start date of the agreement will be July 1, 2027.

# SECTION 8 – Proposal Instructions

## 8.1 RFP Schedule

The anticipated schedule for this procurement is as follows:

Release of RFP	June 16, 2026
Bidder’s Conference	July 7, 2026
Deadline for Questions	July 17, 2026
Responses to Questions Issued	July 24, 2026
Proposal Due Date	August 14, 2026
Interview Date	Week of September 7, 2026
Notice of Intent to Award	September 21, 206
Contract Approval and Execution	December 9, 2026
Contract Start Date	July 1, 2027

The Agency reserves the right to modify the schedule as necessary. Any changes will be communicated to all proposers.

## 8.2 Bidder’s Conference

A non-mandatory virtual pre-proposal conference will be held to provide an overview of the RFP and allow proposers to ask questions.

The date, time, and access information for the conference will be announced in advance and included in the RFP schedule. Additional details will be provided through the Agency’s website and/or procurement notification process.

A recording and/or transcript of the conference will be made available following the meeting. Any clarifications or responses to questions discussed during the conference will be documented and issued as an addendum to the RFP.

Participation in the pre-proposal conference is not required but is strongly encouraged.

## 8.3 Proposal Submission Requirements

Proposals will be submitted in accordance with the requirements outlined in this RFP. Proposals should be clear, concise, and well-organized, and should demonstrate the proposer’s understanding of the requested services, qualifications, and approach.

Proposals shall be submitted electronically as one (1) PDF document containing all required materials. Proposals will be uploaded to the location identified in this RFP and must not exceed 1 GB in file size.

Proposals will be labeled using the following format:

"Organization Name – Document Name – # of #"

*Example: ABC Transit – Technical Proposal – 1 of 5*

Proposers will clearly identify which service categories they are proposing:

- Fixed Route
- Paratransit
- Microtransit
- Special Services

Proposers may submit for one or multiple categories and will provide separate technical and cost proposals for each.

#### 8.4 Required Proposal Organization

Proposals shall include a table of contents and should follow the organization outlined below. Failure to follow the requested format may result in reduced evaluation scores.

Proposals should be organized in the following order and clearly labeled using section headers and numbering:

##### 1. Cover Letter

- Introduction of the proposer
- Statement of interest
- Authorized signature
- Acknowledgment of addenda

##### 2. Firm Overview and Experience

- Provide company background
- Describe relevant experience with similar services
- Provide references (minimum of three recent and relevant clients)
- Demonstrate financial capacity and stability

##### 3. Program Understanding and Approach

- Demonstrate understanding of the Agency’s services and operating environment
- Identify key challenges and opportunities
- Describe overall approach to service delivery

#### 4. Operations Plan

Please provide only descriptions of what you propose to operate.

- Describe approach to Fixed Route operations
- Describe approach to Paratransit operations
- Describe approach to microtransit services, including integration with other service types
- Describe approach to Special Services (as applicable)
- Demonstrate ability to scale service levels up or down
- Describe your approach to a variable service delivery model
- Explain staffing, dispatch, and scheduling adjustments under changing service levels
- Describe your approach to operating within a variable service model, including how service levels will be adjusted over time. This will include planning, staffing, scheduling, dispatch, and maintaining service quality as service levels change.

#### 5. Staffing and Organization

- Organizational chart
- Identify key personnel and describe roles and responsibilities
- Describe on-site management approach
- Demonstrate approach to recruitment and retention of personnel
- Provide personnel pay schedule

#### 6. Technology and Data Approach

- Describe proposed systems and platforms
- Demonstrate how proposed technology will integrate with existing or proposed systems
- Describe real-time data capabilities
- Describe approach to API access and data sharing
- Describe reporting tools and dashboard functionality
- Demonstrate ability to provide full data access, ownership, and system interoperability in accordance with Agency requirements
- Demonstrate ability to support public-facing data tools, including dashboards and reporting mechanisms that promote transparency and community access to service information

#### 7. Performance Management and Reporting

- Describe approach to monitoring KPIs and performance standards
- Demonstrate an approach to continuous improvement
- Describe data collection, validation, and reporting processes
- Demonstrate how performance data will be used to optimize service delivery

#### 8. Safety and Training Programs

- Describe safety program
- Describe operator training programs
- Demonstrate compliance with applicable regulations
- Describe accident prevention and risk management strategies

#### 9. Transition and Implementation Plan

- Provide startup timeline and key milestones
- Describe staffing transition plan
- Demonstrate approach to risk mitigation
- Describe coordination with the Agency during implementation

#### 10. Exceptions and Assumptions

- Identify any exceptions to the requirements of this RFP
- Describe key assumptions made in preparing the proposal

#### 11. Required Forms and Certifications

Proposers will include all required forms and certifications with their proposal submission. At a minimum, the following documents will be completed and included:

- Certification of Non-Collusion
- Conflict of Interest Disclosure Statement
- Acknowledgment of Addenda
- Non-Disclosure or Confidentiality Forms (if required)

All forms will be completed and signed where required. Failure to provide required forms and certifications may result in the proposal being deemed non-responsive.

#### 12. Cost Proposal

The cost proposal will be structured using a variable rate pricing model that directly corresponds to service levels. Pricing will be provided in a format that allows the Agency to evaluate and adjust

service levels over time without requiring significant restructuring of the cost model. Proposals that rely solely on fixed or lump-sum pricing without a clearly defined variable-rate structure may be deemed non-responsive.

At a minimum, the cost proposal will include:

- Fully burdened cost per revenue hour, provided separately for each of the following service types:
  - Fixed Route services
  - Paratransit services
  - Microtransit services
  - Special services operations
- Management and administrative costs, if not included in hourly rates
- Mobilization or startup costs, if applicable
- Any optional or additional services, clearly identified
- Proposed annual cost escalation methodology, if applicable
- Assumptions used in developing pricing

Proposers must provide a distinct, fully burdened cost per revenue hour for each service type listed above. A single blended or composite rate across service types will not be accepted, and proposals structured in this manner may be deemed non-responsive.

Pricing will be structured to enable clear comparisons across proposers and service types and to support adjustments to service levels without requiring significant restructuring of the cost model.

Proposers will describe their variable rate pricing model and how it supports changes in service levels or types over time. This description will include:

- Key cost drivers that influence pricing
- How revenue hours, miles, and trips affect total cost
- Any constraints, minimum thresholds, or assumptions that impact pricing
- How costs will be managed as service levels increase or decrease

All costs necessary to perform the services described in this RFP will be included in the cost proposal. Additional or undisclosed costs will not be considered. Proposers submitting proposals for multiple service categories will provide separate pricing for each category and may provide optional bundled pricing that reflects any efficiencies associated with delivering multiple services.

TCTA intends to compensate the Contractor primarily on a revenue hour basis. Final compensation structure, including any fixed management fee, incentives, or performance-based adjustments, will be negotiated as part of the Agreement.

### 13. Contract Exceptions and Requested Modifications

A draft Professional Services Agreement ("Agreement") is included as Exhibit E to this Request for Proposals and is intended to serve as the basis for the final agreement between TCTA and the selected Contractor(s).

Proposers shall carefully review the Agreement and identify any requested exceptions, modifications, additions, deletions, or alternative language. Any requested changes shall be submitted as part of the proposal and shall be clearly identified in a separate section titled "Contract Exceptions."

For each requested exception, the Proposer shall provide:

1. The Agreement section number and title;
2. The specific language to which the exception is taken;
3. The proposed replacement language or modification;
4. A brief explanation of the reason for the requested change.

The Proposer shall submit all requested exceptions in a tabular format substantially similar to the following:

<b>Agreement Section</b>	<b>Existing Language</b>	<b>Proposed Revision</b>	<b>Reason for Request</b>
Section X.X	[Text]	[Proposed Text]	[Explanation]

Any exception not specifically identified in the proposal shall be deemed waived, and the Proposer shall be deemed willing to execute the Agreement substantially in the form provided by TCTA.

TCTA reserves the right to accept, reject, negotiate, or modify any requested exception and to determine whether any proposed exception is material to the procurement. TCTA may determine that a proposal containing extensive, material, or unacceptable exceptions is non-responsive or otherwise less advantageous to the Agency.

Submission of a proposal does not obligate TCTA to accept any requested exception. The final Agreement shall be subject to negotiation and approval by TCTA.

TCTA strongly encourages Proposers to limit requested exceptions to those that are necessary and material to the Proposer's ability to perform the services contemplated by this RFP.

## SECTION 9 – Evaluation Criteria

### 9.1 Evaluation Criteria

The Selection Committee, appointed by the Executive Director, will review and score each proposal and rank proposers based on the criteria outlined below. Proposals will be evaluated on a 100-point scale across seven (7) categories that directly correspond to the required proposal organization described in Section 8.4. The following table summarizes the scoring categories and point allocations:

<b>Criteria</b>	<b>Points</b>
1. Firm Experience & Qualifications	15
2. Approach to System Management	20
3. Approach to System Operations	20
4. Technology, Data & Innovation	15
5. Performance Management & Reporting	10
6. Cost Proposal	15
7. California Labor Code Section 1072 Compliance	5
<b>TOTAL</b>	<b>100</b>

*The Agency reserves the right to award the Transit Operations Agreement to the proposer whose experience and proposal best satisfy the Agency's needs, rather than to the proposer with the lowest-cost proposal. Award of the contract will be subject to the availability of funds. The Agency reserves the right to reject any or all proposals and to waive any irregularities in the procurement process.*

#### 1. Experience and Qualifications (15 points)

- Experience managing and operating fixed-route, demand response (Dial-A-Ride), and/or microtransit services, with emphasis on systems comparable in scope to Tuolumne County Transit
- Demonstrated performance on similar contracts, including prior compliance with FTA requirements
- Quality and relevance of references — a minimum of three recent and relevant client references are required
- Financial stability and capacity to perform over the full contract term

## 2. Approach to System Management (20 points)

- Qualifications of proposed Transit Manager and key personnel
- Proposed onsite management, administrative, and support staffing
- Personnel recruitment, retention, and compensation strategies
- Employee policies, including drug and alcohol compliance
- Transition and implementation plan
- Emergency and incident response approach

## 3. Approach to System Operations (20 points)

- Understanding of the services to be provided
- Approach to service delivery (Fixed Route, paratransit, microtransit, etc.)
- Safety and driver training programs
- Preventive maintenance coordination
- Startup plan and operational readiness
- Customer service approach
- Demonstrated ability to optimize service delivery (reservations, vehicles, routes, etc.) and improve system performance over time

## 4. Technology, Data, and Innovation (15 points)

- Proposed technology platforms and tools
- Integration with existing or proposed systems
- Real-time data capabilities
- Data access, reporting, and dashboard functionality
- Ability to support innovation and evolving service models
- Ability to support Agency data ownership and unrestricted access
- Ability to support public-facing dashboards and transparency initiatives

## 5. Performance Management and Reporting (10 points)

- Approach to monitoring key performance indicators (KPIs)
- Continuous improvement strategies
- Data quality and reporting processes
- Ability to meet performance standards outlined in the RFP

#### 6. Cost Proposal (15 points)

- Overall cost competitiveness
- Clarity and transparency of pricing
- Alignment with proposed service delivery approach
- Reasonableness of assumptions

#### 7. California Labor Code Compliance (5 points)

- Declaration to retain the employees of the prior contractor or subcontractor for a period of not less than 90 days, pursuant to California Labor Code Section 1072

### **Total Possible Score: 100 Points**

#### 9.2 Additional Considerations

The Agency reserves the right to award the Transit Operations Agreement to the proposer whose experience and proposal best satisfy the Agency's needs, rather than the proposer with the lowest cost proposal. TCTA may evaluate the aggregate value of multiple proposals when determining whether a multi-provider structure is in the Agency's best interest

Following the initial evaluation, the highest-scoring proposers may be invited to participate in interviews, provide additional information, or continue in the evaluation process. Proposers not selected to advance may be notified accordingly.

Upon request, the Agency may provide general feedback to proposers regarding the evaluation of their proposal.

Award of the contract will be subject to the availability of funds.

The Agency reserves the right to reject any or all proposals and to waive any irregularities in the procurement process.

The Agency will evaluate cost proposals based on overall cost competitiveness, as well as the clarity, transparency, and flexibility of the proposed pricing model.

Evaluation will also consider the differences between bundled and standalone service delivery, including any operational, administrative, and coordination impacts associated with multiple service providers.

## SECTION 10 – Selection Process

### 10.1 Selection Committee

A Selection Committee appointed by the Agency will review and evaluate all proposals submitted in response to this RFP.

The Selection Committee may include Agency staff, partner agency representatives, and/or subject matter experts. The Committee will evaluate proposals based on the criteria outlined in Section 9 and may request clarification or additional information from proposers as needed.

### 10.2 Interview Process and Demonstration

Following the initial evaluation of proposals, the highest-scoring proposers may be invited to participate in an interview and/or demonstration as part of the selection process.

Interviews may be conducted in person or virtually and will provide proposers with an opportunity to:

- Present their approach to service delivery
- Demonstrate proposed technology platforms or tools
- Respond to questions from the Selection Committee

The Agency may request additional materials or information in advance of the interview.

Participation in interviews or demonstrations may be considered as part of the overall evaluation.

### 10.3 Negotiation and Contract Award

Following completion of the evaluation process, the Agency may enter into negotiations with one or more proposers to finalize the scope of services, pricing, and contract terms.

The Agency reserves the right to:

- Award multiple contracts
- Award a contract without conducting interviews
- Negotiate with the highest-ranked proposer
- Request best and final offers (BAFO), if necessary
- Terminate negotiations and enter into negotiations with another proposer

Final contract award will be subject to approval by the Agency's governing board.

## SECTION 11 – Protest & Appeal

### 11.1 Protest Process

Protests regarding the content of this RFP or the procurement process prior to the proposal due date must be submitted in writing to the Agency contact identified in this RFP.

The Agency will review and respond to protests in a timely manner and may issue addenda to the RFP as appropriate. Failure to submit a protest prior to the proposal due date will be deemed a waiver of the proposer's right to protest the terms of the RFP.

Pre-opening protests must be received in writing by August 14, 2026, 3 pm PST, prior to the proposal submission deadline.

Tamera Blankenship, Executive Director

Tuolumne County Transit Agency

Mailing: 2 South Green Street, Sonora, CA, 95370

Physical: 975 Morning Star Dr. Ste A, Sonora, CA 95370

Email: [tblankenship@co.tuolumne.ca.us](mailto:tblankenship@co.tuolumne.ca.us)

Protests regarding the evaluation, selection, or award of a contract must be submitted in writing within a specified period following notification of the Agency's intent to award.

The protest must clearly state the grounds for the protest and include any supporting documentation.

The Agency will review the protest and issue a written response. The Agency's decision will be considered final unless otherwise required by applicable law or funding agency requirements.

Protests After Proposal Opening/Announcement of Award. Protests regarding the TCTA's proposed selection of a contractor after proposal opening and award announcement must be submitted in writing by September 28, 2026, 3 pm, PST.

Tamera Blankenship, Executive Director

Tuolumne County Transit Agency

Mailing: 2 South Green Street, Sonora, CA, 95370

Physical: 975 Morning Star Dr. Ste A, Sonora, CA 95370

Email: [tblankenship@co.tuolumne.ca.us](mailto:tblankenship@co.tuolumne.ca.us)

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies available to it at the TCTA level, an interested party may protest the award of a contract to the California Department of Transportation (Caltrans) pursuant to an FTA grant. Deadlines for submitting protests to Caltrans or FTA shall be governed by current applicable federal and state regulations in effect at the time of procurement. Proposers are responsible for complying with all applicable timelines.

Caltrans review of any protest will be limited to:

1. Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
2. Violation of TCTA's protest procedures or TCTA's failure to review a complaint or protest.

The protest filed with Caltrans shall:

- Include the name and address of the protester.
- Identify TCTA as the party responsible for the RFP process.
- Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- Include a copy of the protest filed with TCTA, and a copy of TCTA's decision, if any.
- Indicate the ruling or relief desired from Caltrans.

Caltrans protests should be sent to:

California Department of Transportation  
Division of Mass Transportation  
PO BOX 942874 – M.S. 39,  
Sacramento, CA 942874-0001

A copy of the protests should also be sent to the TCTA Executive Director.

Appeal of Caltrans determination to the Federal Transit Administration

Appeals to the FTA: All protest decisions must be in writing. A protester must exhaust all administrative remedies with the grantee (Caltrans) before pursuing a protest appeal with FTA.

Reviews of protests by FTA will be limited to:

- A grantee’s failure to have followed its protest procedures, or its failure to review a complaint or protest; or
- Violations of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA region IX or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

A proposer’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

## SECTION 12 – Exhibits & Attachments

Exhibit A – Organization Chart

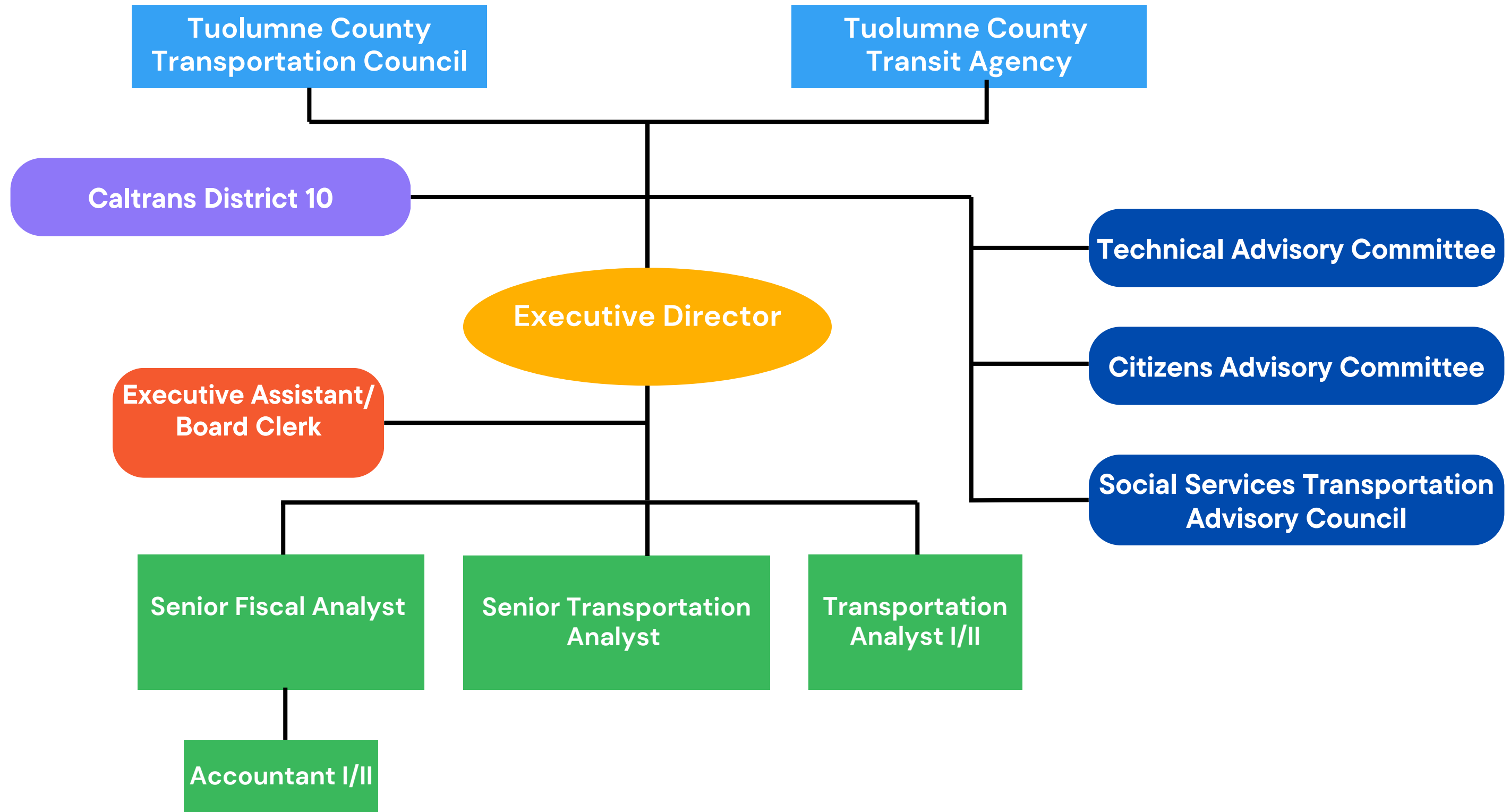
Exhibit B – Provided Equipment

Exhibit C – Performance Standards, Records, and Reports

Exhibit D – Vehicle List & Maintenance Requirements

Exhibit E – Draft Professional Services Agreement

# TCTC/TCTA Organizational Chart



## **Exhibit B**

### **Provided Equipment**

In accordance with Section 2.1 of this Agreement, TCTA has agreed to provide Contractor with the list of equipment contained in this Exhibit B. The TCTA will provide the following equipment to the Contractor for the exclusive use of managing and operating Tuolumne County Transit Services pursuant to this Agreement and shall not be used for any other purpose. The TCTA shall not provide facilities or equipment for the Contractor's use other than as stated in the Request for Proposals for this Agreement.

#### **1. Radio Equipment**

TCTA shall provide and install, at TCTA's expense, a base radio and mobile radios installed in vehicles and one handheld radio. TCTA-provided radio equipment will be maintained by the TCTA. Contractor acknowledges that the use of radio frequency is contingent upon the proper conduct being exercised by Contractor's employees in transmitting and receiving. Contractor is responsible for proper radio procedures and will be fully responsible for any action and/or fines imposed by the Federal Communications Commission (FCC) for improper use of the system.

- Farebox Equipment
- Bicycle Racks
- Snow Chains
- Rotary Rolling Jack (15,000lb capacity), Rotary 4 Post Lift (30,000lb, Blue, 307" Wheelbase)
- Laptop Computer for Fleet Maintenance and Diagnostics
- Mobile Generator

#### **2. Dispatching and Vehicle Tracking Software**

TCTA shall provide and maintain the following software platforms for the exclusive use of the Contractor in managing and operating Tuolumne County Transit Services. All data generated through the use of these platforms is and shall remain the property of the TCTA. Contractor shall not utilize these platforms for any purpose other than performance under this Agreement.

- **Dispatching Software**
  - o TCTA shall provide a computer-aided dispatch (CAD) platform for scheduling, dispatching, and coordinating all fixed-route and demand-responsive transit services. The Contractor shall use the TCTA-designated dispatch software and shall not substitute an alternative platform without prior written approval of the TCTA Executive Director.
- **Vehicle Tracking System (AVL/GPS)**
  - o TCTA shall provide an Automatic Vehicle Location (AVL) and GPS-based vehicle tracking system, including all associated hardware installed in TCTA-provided vehicles and any back-office monitoring software. TCTA-provided tracking equipment will be maintained by the TCTA. Contractor shall ensure proper use of the system by all operations personnel and shall promptly report any equipment malfunction to the TCTA.

## Exhibit B – Provided Equipment

- **Real-Time Passenger Information System**
  - o TCTA shall provide access to any TCTA-designated real-time passenger information tools integrated with the vehicle tracking system, including public-facing arrivals data feeds. All data ownership and API access rights remain with the TCTA.

For purposes of this Agreement, the turnover of all TCTA-provided equipment and software platforms from the present contractor to the Contractor shall be coordinated by the TCTA Executive Director, who will do all possible to ensure that the Contractor has sufficient advance access to TCTA-provided equipment and software for training and other startup preparations.

TCTA reserves the right to delegate maintenance responsibilities for physical equipment to a firm other than the Contractor, subject to mutual agreement between the Contractor and TCTA regarding any changes to terms and conditions. TCTA further reserves the right to upgrade, replace, or modify any software platform listed in this Exhibit B, provided that Contractor is given reasonable notice and transition support prior to any such change.

*The TCTA is responsible for the placement and maintenance of all bus stops, including bus stop signs and/or shelters, where they exist*

### Exhibit C

#### Performance Standards, Records, and Reports

##### 1. Purpose

This Exhibit establishes the minimum performance standards applicable to Contractor's management, operation, dispatch, maintenance, reporting, and customer service obligations under the Agreement.

The standards in this Exhibit are intended to promote safe, reliable, courteous, compliant, and accountable public transit service. Failure to meet these standards may result in corrective action, liquidated damages, withholding, or other remedies available under the Agreement.

##### 2. General Administration of Standards

TCTA may monitor Contractor's performance through monthly reports, dispatch records, vehicle tracking data, maintenance records, field observations, ride checks, customer complaints, accident records, CHP reports, and any other reasonably reliable source.

Before assessing recurring liquidated damages, TCTA may provide written notice identifying the performance deficiency and may require a corrective action plan, unless the deficiency involves safety, ADA service denial, falsification, fraud, or other material breach requiring immediate action.

TCTA may revise reporting forms, calculation methods, and administrative procedures during the term of the Agreement, provided the underlying performance standards are not materially changed except by written contract amendment.

##### 3. Performance Standards

###### A. Safety and Compliance

###### 1. CHP and Regulatory Compliance

**Standard:** Contractor shall maintain all required operating, safety, drug and alcohol, driver qualification, vehicle inspection, and maintenance practices in compliance with applicable federal, state, and local law, including CHP requirements and all TCTA policies.

**Liquidated Damages:** TCTA may assess up to \$500 per occurrence for failure to timely provide required compliance reports or for each documented material compliance deficiency not cured within the time required by TCTA.

## Exhibit C – Performance Standards, Records, and Reports

**Monitoring:** CHP reports, audit results, maintenance records, training records, and TCTA review.

Requirement	Liquidated Damages
Maintain all required CHP, safety, and regulatory compliance	Up to \$500 per occurrence

### 2. Preventable Accidents

**Standard:** Contractor shall minimize preventable accidents and shall operate service in a safe manner at all times.

**Liquidated Damages:** TCTA may assess \$2,500 per preventable accident involving property damage only; \$5,000 per preventable accident requiring tow or out-of-service; \$7,500 per preventable accident involving passenger injury, employee injury, or major vehicle damage; and greater actual contractual remedies for repeated safety failures or material breach.

**Monitoring:** Accident reports, camera footage if available, driver statements, supervisor review, insurer records, and TCTA investigation.

Requirement	Liquidated Damages
Minimize preventable accidents and operate safely	\$2,500 property damage \$5,000 tow or out-of-service \$7,500 injury/major damage

### 3. Accident and Incident Reporting

**Standard:** Contractor shall immediately notify TCTA of any Major Incident. Written reports shall be submitted within one (1) business day for injury accidents and within three (3) business days for non-injury reportable incidents, unless TCTA approves a different timeframe.

**Liquidated Damages:** Up to \$500 per occurrence for failure to timely notify or timely submit required reports.

**Monitoring:** Incident logs, dispatch records, supervisor records, and TCTA review.

Requirement	Liquidated Damages
Notify and report incidents within required timelines	Up to \$500 per occurrence

## Exhibit C – Performance Standards, Records, and Reports

### B. Service Reliability and Customer Service

#### 4. On-Time Performance

**Standard:** Contractor shall achieve at least ninety percent (90%) on-time performance each month, measured separately for (a) fixed-route departures and (b) dial-a-ride pickups, at TCTA-designated time points or pickup windows. On-time performance shall be calculated for each service on a system-wide basis for the month. Exempt Events approved by TCTA shall be excluded from the monthly calculation.

**Liquidated Damages:** On-time performance liquidated damages shall be assessed separately for fixed-route service and dial-a-ride service, calculated solely on the monthly Variable Service Hour (VSH) charge for the affected service. For purposes of this Section, the “monthly VSH charge” means the billed variable service hours for the applicable service in that month multiplied by the VSH rate for that service. TCTA may assess: for monthly on-time performance below eighty-five percent (85%) but at or above eighty percent (80%), one and one-half percent (1.5%) of the affected service’s monthly VSH charge; and for monthly on-time performance below eighty percent (80%), three percent (3.0%) of the affected service’s monthly VSH charge. A performance failure in one service shall result in liquidated damages calculated only on that service’s monthly VSH charge and shall not affect the other service. In no event shall total on-time performance liquidated damages for either service in any month exceed five percent (5%) of that service’s monthly VSH charge.

**Monitoring:** Monthly reports from agreed-upon software/services, vehicle tracking system, field observations, radio checks, dispatch logs, and road supervision, with exempt events removed.

Requirement	Liquidated Damages
Maintain $\geq$ 90% monthly OTP	1.5% of monthly VSH charge (<85%) 3.0% of monthly VSH charge (<80%); 5% monthly cap, measured separately for fixed route and dial-a-ride

#### 5. Missed Trips / Failure to Provide Scheduled Service

**Standard:** Contractor shall operate all scheduled services and shall not incur avoidable missed trips. Contractor shall maintain service continuity through dispatching, standby personnel where required, spare vehicles, and timely supervisor response.

**Liquidated Damages:** TCTA may assess \$300 per missed fixed-route trip and \$300 per missed demand-response trip. No liquidated damages shall apply where TCTA determines the missed trip was caused solely by an Exempt Event or other circumstance outside Contractor’s reasonable control and Contractor used reasonable efforts to mitigate the service interruption.

## Exhibit C – Performance Standards, Records, and Reports

**Monitoring:** Dispatch records, manifests, trip logs, AVL data, customer complaints, and TCTA observation.

Requirement	Liquidated Damages
Operate all scheduled services without avoidable missed trips	\$300 per occurrence

### 6. Failure to Pick Up / ADA Service Reliability

**Standard:** Contractor shall not fail to pick up a passenger with a valid scheduled trip unless the failure is caused by rider no-show, rider cancellation, unsafe conditions, or another reason accepted by TCTA. Contractor shall provide reasonable service continuity for passengers affected by vehicle accessibility equipment failure or in-service breakdown.

**Liquidated Damages:** TCTA may assess \$500 per confirmed failure to pick up and \$500 per confirmed failure to provide reasonable alternative transportation to an ADA passenger when required and feasible.

**Monitoring:** Dispatch records, complaint records, manifests, driver reports, and TCTA review.

Requirement	Liquidated Damages
Complete all scheduled passenger pickups	\$500-\$1,000 per occurrence

### 7. Customer Service

**Standard:** Contractor personnel shall treat passengers and the public courteously and professionally, respond appropriately to complaints, and support TCTA customer service policies.

**Liquidated Damages:** TCTA may assess up to \$250 per substantiated serious customer service violation or repeated pattern of unresolved complaints after notice to Contractor.

**Monitoring:** Complaints, commendations, mystery ride checks if used, and field observations.

Requirement	Liquidated Damages
Provide courteous and professional service	Up to \$250 per occurrence

## C. Vehicle Maintenance and Readiness

### 8. Preventive Maintenance and Repair

**Standard:** Contractor shall maintain all vehicles and equipment assigned to service in safe, clean, roadworthy condition in accordance with manufacturer recommendations, CHP

## Exhibit C – Performance Standards, Records, and Reports

requirements, TCTA maintenance standards, and approved maintenance plans. Contractor shall complete preventive maintenance inspections on schedule and correct safety defects before service.

**Liquidated Damages:** TCTA may assess up to \$1,000 per vehicle for failure to complete required preventive maintenance within approved intervals; up to \$1,000 per occurrence for placing or keeping an unsafe vehicle in service; and additional remedies for repeated noncompliance.

**Monitoring:** PM records, work orders, road calls, parts records, inspection reports, and TCTA staff review.

Requirement	Liquidated Damages
Complete maintenance per required schedules	Up to \$1,000 per vehicle

### 9. Road Calls / In-Service Failures

**Standard:** Contractor shall minimize road calls and in-service failures that materially disrupt service.

**Liquidated Damages:** Up to \$300 per preventable road call or in-service mechanical failure that causes a material service interruption, unless attributable to a latent defect, warranty issue, or other cause accepted by TCTA.

**Monitoring:** Road call logs, dispatch records, maintenance reports, and TCTA review.

Requirement	Liquidated Damages
Minimize in-service mechanical failures	Up to \$300 per occurrence

### 10. Vehicle Cleanliness and Condition

**Standard:** Vehicles shall be presented in a clean, safe, and professional condition, inside and out, consistent with TCTA standards.

**Liquidated Damages:** Up to \$100 per vehicle per documented occurrence for repeated failure to maintain vehicle cleanliness or condition after notice.

**Monitoring:** Field inspections, pull-out checks, and TCTA observation.

Requirement	Liquidated Damages
Maintain clean and safe vehicles	Up to \$100 per occurrence

## Exhibit C – Performance Standards, Records, and Reports

### 4. Reporting Requirements

#### A. Monthly Operating Report

Contractor shall submit a complete monthly operating report by the 15th day of the following month, or by another date established by TCTA.

At minimum, the report shall include ridership by service type; revenue hours and miles; deadhead hours and miles; on-time performance results; missed trips and service interruptions; complaints, commendations, and resolutions; accidents and incidents; road calls and major maintenance issues; fare revenue collected; staffing summary, including vacancies if requested by TCTA; and any Exempt Events requested for exclusion from performance calculations.

#### B. Incident Reports

Contractor shall submit incident and accident reports within the timeframes stated in Section 4.

#### C. Compliance and Maintenance Reports

Contractor shall submit CHP reports, maintenance summaries, PM compliance summaries, drug and alcohol compliance information, training documentation, and other compliance materials as required by TCTA.

#### D. Report Accuracy

Reports and invoices shall be timely, complete, supported by source documentation, and materially accurate.

TCTA may assess liquidated damages as follows: late monthly report, \$100 per business day up to \$1,000 per month; materially inaccurate report or invoice, up to \$300 per occurrence if not corrected within the period specified by TCTA; intentional falsification shall constitute a material breach and shall not be limited to liquidated damages.

Requirement	Liquidated Damages
Submit completed reports on time	\$100 per business day late Up to \$1,000 per month late

Requirement	Liquidated Damages
Ensure reports are complete and accurate	Up to \$300 per occurrence

## Exhibit D Provided Vehicles

In accordance with Section 2.1 of this Agreement, TCTA has agreed to provide Contractor with the list of vehicles contained in this Exhibit D. The TCTA will provide the following vehicles to the Contractor for the exclusive use of operating Tuolumne County Transit Services pursuant to this Agreement, and shall not be used for any other purpose.

Count	Fleet No.	Make	Body	Year	Vehicle Identification Number (VIN)	License Plate Number	Pass / WC Capacity	Fuel
1	3	Honda, hybrid	Sedan	2007	JHMCN36487C002788	1274011	4	Hybrid
2	47	Type III/C	Glaval	2011	1FDFE4FS9BDA43108	1346761	20-0, 16-2	Gas
3	49	Allstar, E-450	Starcraft	2013	1FDFE4FS3DDA51028	1396982	18-2	Gas
4	50	Starlite, 31B	Starcraft	2013	1FDEE3FL3DDA50993	1396981	8-2	Gas
5	51	Allstar, E-450	Starcraft	2013	1FDFE4FS1DDA51030	1397030	18-2	Gas
6	52	MST Trolley	Freightliner	2013	4UZADEDU3DCFH5159	1355522	30-0, 26-2	Diesel
7	53	MST Trolley	Freightliner	2013	4UZADEDUXDCFH5160	1355521	30-0, 26-2	Diesel
8	54	Ford, Type E	Freightliner	2013	4UZADRDU6ECFT1413	1418980	30-0, 26-3	Diesel
9	55	Ford, Type C	Glaval	2014	1FDFE4FSXEDB10898	1397880	20-0, 16-2	Gas
10	56	Ford, Type C	Glaval	2014	1FDFE4FS1EDB10899	1397879	20-0, 16-2	Gas
11	57	Ford, Type C	Glaval	2014	1FDFE4FS4EDB10900	1420459	20-0, 16-2	Gas
12	58	Ford, Type C	Glaval	2014	1FDFE4FS8EDB10897	1397977	20-0, 16-2	Gas
13	59	Ford, Type E	Glaval	2016	1FDFE4FS2GDC51323	1515300	20-0,16-2	Gas
14	60	Ford, Type E	Glaval	2016	1FDFE4FS1GDC51331	1515304	20-0,16-2	Gas
15	61	Ford, Type E	Glaval	2016	1FDFE4FS9GDC51335	1515303	20-0,16-2	Gas
16	62	Ford, Type E	Freightliner	2016	4UZADRDU1HCJC8209	1515329	30-0, 26-2	Gas
17	63	Ford, Type E	Freightliner	2016	4UZADRDU8HCJC8210	1515330	30-0, 26-2	Gas
18	64	Ford, Type E	Glaval	2019	1FDFE4FS7KDC69020	1609588	20-0,16-2	Gas
19	65	Ford, Type V	Ford-Trans 350EL, EV	2021	1FDVU4X89NKA06836	CD92T39	8-3	EV
20	66	Dodge	Grand Caravan	2019	2C7WDGBG3KR802927	1499144	3-1	Gas
21	67	Dodge	Grand Caravan	2019	2C7WDGBG2KR801865	199146	3-2	Gas
22	68	Ford Allstar, E-350	Starcraft	2017	1FDEE3FS4HDC643388	1499145	5-2	Gas
23	69	Ford Type E	Freightliner	2024	4UZADRFD3RCVN8732	171162	26-2	Diesel
24	70	Ford Type V	Norcal Van 350EL	2023	1FDVU5XG7RKA75804	1714225	7-1	Gas
25	71	Ford Type V	Norcal Van 350EL	2023	1FDVU5XG6RKA76507	1712172	7-2	Gas
26	72	Ford Allstar, E450	Starcraft	2019	1FDFE4FS6KDC03414	1557659	18-1	Gas

## Exhibit D – Provided Vehicles

27	73	Ford Allstar, E450	Starcraft	2019	1FD FE4FS3KDC03421	1557660	18-1	Gas
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TCTA and Contractor agree that vehicles will be delivered to Contractor in good condition and with each vehicle meeting or exceeding the following specifications, or as otherwise noted through an inspection report executed by the authorized representatives of the TCTA and Contractor, as identified in Article 17 of this Agreement, following a pre-startup inspection of the vehicles. Contractor shall return vehicles to TCTA at the end of this Agreement in the same condition, normal wear and tear excepted. It is the responsibility of the Contractor to duly note to the TCTA any exceptions to the following specifications prior to the startup of service:

1. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1” in length.
2. All body parts shall be properly attached to the vehicle chassis and free of rust.
3. Exterior paint and decals shall be free from scrapes, scratches in excess of 1” in length, rust, and tar. All decals shall be properly applied and free from peeling.
4. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from sidewall damage, shall have an average of 50% of tread life remaining, and shall be free from damage due to improper alignment or balancing.
5. Vehicles shall contain a spare tire and wheel meeting the standards of paragraph “4” above if the vehicle was so equipped when purchased by TCTA.
6. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
7. All vehicle lights shall be in working order.
8. All decals or paintings identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery, and all paint damage from said removal shall be properly repaired.
9. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
10. All components of the emission control and exhaust system shall be free from leaks, rust, and be in proper operating condition. Vehicles shall have current State emission certification, if so required.
11. Vehicle engine shall be in proper operating condition. Proper condition may be established through oil analysis and compression testing.

## Exhibit D – Provided Vehicles

12. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears, or slippage.
13. The vehicle electrical system shall be in proper operating condition. Alternator shall supply the specified output, and battery(s) shall fall within the manufacturer's specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by the vehicle manufacturer shall be performed so as not to overload any circuit and not to cause any short circuit.
14. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.
15. All brake linings, drums, and rotors shall meet the manufacturer's specifications and shall have at least 50% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
16. Vehicle radios, antennas, and all other communications devices shall be in proper working order and mounted so as not to constitute a safety hazard.
17. All vehicle fareboxes, if vehicles are so equipped, shall be in proper working order. There shall be one (1) farebox vault for each farebox. There shall be keys for all vaults and fareboxes.
18. The wheelchair lift shall meet all current State requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet Federal and State requirements.
19. Vehicles shall be equipped with a fire extinguisher with a current tag, a complete first aid kit, a full and complete safety triangle kit, and all other safety equipment required by law.
20. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears, and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device. Seat belts shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Interior panel, stanchions, and grabrails shall be properly secured and free of rattles.
21. Vehicles shall have a current preventive maintenance inspection, including oil and filter change, transmission service, etc., in accordance with the requirements of the Contractor in this Agreement and State requirements.
22. Vehicles will have all current required State inspection and registration certificates, if required.
23. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet the manufacturer's requirements.

## Exhibit D – Provided Vehicles

24. All particulate matter filters on TCTA-owned vehicles shall be clean and in proper working condition, as well as filter cleaning equipment.
25. All vehicle repair and inspection records shall be delivered with the vehicles.
26. All glass shall be free from chips, scratches, graffiti, and cracks.
27. All other items not specifically listed herein shall be in serviceable condition, meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the State and Federal government and all requirements contained in this Agreement.
28. Contractor shall be given copies of all vehicle and component warranties, and Contractor shall have the sole right to claim monies owed under the terms of the warranties, if any.

In order to ensure compliance with this Exhibit, the following procedures will be used by TCTA and Contractor:

1. At a place and time mutually agreed to by TCTA and Contractor, which shall occur approximately thirty (30) days prior to the start of service by Contractor under this Agreement, Contractor shall inspect, under the observation of the TCTA, the vehicles to be provided by TCTA to Contractor. During such inspection, defects to vehicles shall be jointly noted by the Contractor and TCTA.
2. After the initial inspection, TCTA shall ensure that all defects noted are repaired, or otherwise dealt with, prior to Contractor starting service under the terms of this Agreement. No deferred repairs shall be documented as the responsibility of the Contractor.
3. Upon delivery of the vehicles to Contractor, TCTA and Contractor will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection and new defects found in the final inspection were repaired and that all vehicles are in compliance with this Exhibit.
4. In the event the final inspection reveals defects in the vehicles as specified in this Exhibit, then TCTA will have these items repaired or authorize Contractor to repair the items at the rate of \$100.00 per hour labor plus Contractor's cost plus a 10% fee for all materials, subcontracting costs and supplies required to repair defects, subject to Contractor's availability of parts, labor and facilities.

TCTA reserves the right to delegate maintenance responsibilities to a firm other than the Contractor, subject to mutual agreement between the Contractor and TCTA regarding any changes to terms and considerations.

### **Maintenance and Repair of TCTA-Provided Vehicles**

During the term of this Agreement, Contractor shall perform all repairs, preventative maintenance, and cleaning necessary to maintain all TCTA-provided vehicles in the safest, most efficient working condition at all times.

Each vehicle shall meet all applicable laws and codes for operating on public streets in the State of California, all safety requirements as called for in California Administrative Code, Title 13, and conform to all California Highway Patrol regulations and orders. The Contractor shall provide the TCTA certificates and inspection reports issued by the California Highway Patrol.

All preventative maintenance, repairs, and major component rebuilding/replacement shall be performed in accordance with these Specifications: The Original Equipment Manufacturer's (OEM) specifications and applicable warranty conditions, the Contractor's maintenance program as specified in its Proposal, and the best general practices of the transit industry.

The TCTA may authorize the occasional use of outside vendors for major or specialty work; however, it is the Contractor's duty and responsibility to maintain all vehicles and equipment. All outside vendors, such as machine shops, component rebuilders, or accident repair shops, shall be approved by the TCTA to make repairs and utilize only parts, materials, lubricants, fluids, oils, and procedures that meet or exceed OEM specifications and requirements.

TCTA reserves the right to delegate maintenance responsibilities to a firm other than the Contractor, subject to mutual agreement between Contractor and TCTA as to changes in terms and considerations.

#### **1) Preventive Maintenance and Repairs**

Contractor shall perform all preventative maintenance and inspections required on all vehicles used in the provision of the service associated with this Agreement. Contractor shall adhere strictly to the preventative maintenance schedules in accordance with industry standards. This schedule shall be considered by Contractor to be the minimum requirement only, and shall not be regarded as reasonable cause for deferred maintenance in specific instances where Contractor employees observe that maintenance is needed in advance of schedule.

Contractor shall not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior consent of TCTA. Contractor shall perform all scheduled services and complete maintenance activities in accordance with the established maintenance schedule. All maintenance procedures must meet or exceed the manufacturer's recommendations and comply with all California Highway Patrol regulations.

Contractor's proposed Preventive Maintenance/Inspection Program must include, at a minimum, but not be limited to, the following:

- Daily preventative maintenance and safety inspection checks by drivers.

## Exhibit D – Provided Vehicles

- All lubrication, oil, and filter change intervals shall be performed in accordance with OEM specifications, requirements, and the schedule provided in the Contractor’s proposal to operate the TCTA Transit System. Modifications to oil change intervals are subject to prior approval from TCTA. Such approvals shall not be issued unless Contractor presents written evidence that any warranty coverage will not be adversely impacted by modifying such change intervals.
- Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Repairs (including body, glass, and all bus appurtenances) shall be made within thirty (30) days, or less, of the date of occurrence.
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and working condition at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- Heating and air conditioning systems shall be maintained and used to ensure that the passenger compartment is comfortably maintained on all in-service runs. Contractor shall maintain the heating and air conditioning systems in operating condition throughout the year.
- Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials identical in design and color to those being replaced.
- All wheelchair lift-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service. All wheelchair lifts are to be cycled at least twice daily, once at each shift (a.m. and p.m.).
- All vehicle safety equipment (including fire extinguisher and first aid kits) shall be inspected and maintained in good condition and working order at all times.

Contractor shall document the time and nature of repair work completed in response to the identification of problems by staff or passengers.

### 2) Repairs

All repairs to vehicles shall be performed either by or under the direction of Contractor unless otherwise specified by the TCTA. Labor and material costs for repairs, including major repairs, necessitated by normal wear and tear, will be the financial responsibility of the Contractor. For purposes of this Agreement, major repairs include: Rebuilding/replacement of engines, transmissions, running gears, lifts, suspension components, and brake overhauls.

Major repairs may be accomplished by Contractor's personnel at their facility, and/or by outside specialty vendor, depending on the work to be done.

Repair work shall be conducted as soon as possible upon learning that such work is required. Contractor shall assure TCTA that required repairs shall not be deferred beyond a reasonable time.

### 3) Warranty Work

Any of the vehicles provided to Contractor that are under warranty are subject to warranty compliance by Contractor as follows:

- Contractor shall comply with all warranty specifications and requirements of the Original Equipment Manufacturer (OEM).
- The Contractor's repair and preventive maintenance program shall not invalidate or shorten warranty coverage provided by the OEM.
- Subject to prior written authorization from the OEM, Contractor may perform warranty work on TCTA-provided vehicles.
- Contractor shall be held financially liable to absorb expenses for all repairs which would have been covered under warranty, had it not been invalidated by Contractor's actions.
- Reimbursement revenue received for all authorized warranty work performed by Contractor shall become the property of the Contractor.
- The Contractor shall provide for transportation of vehicles under warranty to warranty service centers at the Contractor's own expense.

In addition, Contractor will assist TCTA, at no extra cost, in activities necessary to put new vehicles into service.

### 4) Cleaning

Contractor shall provide all labor and materials necessary to keep TCTA-provided vehicles detailed to industry standards. Contractor shall wash the exteriors of the vehicles at least two (2) times per week, including the bus body, windows, and wheels. The interiors of the vehicles shall be washed thoroughly at least once each week, including windows, seats, floor

stanchions, and grab rails. All foreign matter, such as gum, grease, and dirt, shall be removed from interior surfaces during the interior cleaning process. Graffiti shall be cleaned from buses each evening, and the TCTA shall be notified each time graffiti appears. The interior of all vehicles shall be swept and dusted daily, and all trash and debris removed. Any damage to seat upholstery shall be repaired as soon as possible.

### **5) Maintenance Records and Inspections**

Records of all maintenance and inspections shall be kept, and copies submitted to the TCTA, the California Highway Patrol (CHP), and/or other regulatory agencies with jurisdiction, when requested. TCTA maintains the right to inspect, examine, and test, at any reasonable time, any equipment used in the performance of the work in order to ensure compliance with this Agreement. Such TCTA inspections shall not relieve the Contractor of the obligation to continually monitor the condition of such vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. Contractor shall transport all such vehicles at Contractor's expense to the TCTA's designated inspection facilities when requested by TCTA. In the event that Contractor is instructed by TCTA, the CHP, or any other regulatory agency to remove any equipment from service due to mechanical and/or safety reasons, Contractor shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is placed in service.

# Tuolumne County Transit Agency

## Professional Services Agreement for the Management and Operation of Tuolumne County Transit

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2027 by and between the Tuolumne County Transit Agency ("TCTA"), a California Joint Powers Authority, and \_\_\_\_\_, a California-based Corporation licensed to do business in the State of California, ("Contractor").

### 1. Agreement Documents

The total agreement between the parties consists of this Agreement and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:

- TCTA's Request for Proposals, dated June 16, 2026, including Addenda, if any.
- TCTA-Provided Vehicles and Maintenance/Repair Requirements, attached hereto as Exhibit A.
- TCTA-Provided Equipment, attached hereto as Exhibit B.
- Performance Standards, Records and Reports, attached hereto as Exhibit C.
- Debarment and Suspension Certification, attached hereto as Exhibit D.
- Lobbying Certification, attached hereto as Exhibit E.
- FTA-DOT Required Provisions, attached hereto as Exhibit F.
- Title VI Assurances (US DOT Order 1050.2A), attached hereto as Exhibit G.
- ADA Compliance Certification, attached hereto as Exhibit H.
- Contractor's Proposal, as accepted by TCTA, attached hereto as Exhibit I.

In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. Notwithstanding the above, in the event of a conflict or ambiguity between the Contractor's Proposal and any other Agreement Document, the other Agreement Document will control.

### Recitals

TCTA is the owner of Tuolumne County Transit and desires to enter into an agreement with the Contractor to provide professional services for the management and operation of Tuolumne County Transit; and

TCTA currently leases a facility located at 13033 Sanguinetti Road, Sonora CA, to house the management, operations and fleet maintenance of Tuolumne County Transit ("Transit Facility"); and

TCTA is actively evaluating opportunities to transition to an agency-owned operations and maintenance facility and the selected Contractor shall be expected to support any such transition during the Agreement term; and

The TCTA has determined the management and operations of Tuolumne County Transit involves the performance of professional services; and

On June 12, 2026, the TCTA issued its "Request for Proposals" ("RFP") to provide such services; and

Contractor has responded to the RFP by submitting a Proposal, dated \_\_\_\_\_, ("Proposal") to provide such services in the method and manner and at the costs set forth in the Proposal; and

Contractor hereby represents that it is in the business of, and fully qualified in the field of, managing and operating public transit services, and is fully willing and able to perform the work described in this Agreement, and with the level of service and operating quality specified herein. TCTA awarded this Agreement in reliance on such representations, and on Contractor's skills, experience and abilities as represented by Contractor in its Proposal; and

The TCTA and Contractor intend to enter into an agreement for the furnishing of certain articles and services for consideration hereinafter set forth.

The TCTA and Contractor, for the consideration hereinafter described, mutually agree as follows:

## **2. General Terms**

The Contractor agrees to manage, operate and maintain the Tuolumne County regional public transportation system, Tuolumne County Transit, to the TCTA's satisfaction, as set forth in the covenants and conditions in the Agreement Documents. The TCTA agrees to compensate Contractor as specified hereinbelow and in accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part hereof by specific reference.

## **3. Agreement Term**

The Agreement term shall be for four years and include an option for two additional one-year extensions, unless terminated as provided by Section 12 of this Agreement. Agreement Year 1 will begin July 1, 2027 and continue through June 30, 2028; Year 2 will be July 1, 2028 through June 30, 2029; Year 3 will be July 1, 2029 through June 30, 2030; Year 4 will be July 1, 2030 through June 30, 2031; Option Year 5 will be July 1, 2031 through June 30, 2032; and Option Year 6 will be July 1, 2032 through June 30, 2033.

TCTA may exercise the option to extend this Agreement for Agreement Year 5 upon written notice to Contractor no later than one hundred eighty (180) days prior to the expiration of Agreement Year 4. TCTA may exercise the option to extend this Agreement for Agreement Year 6 upon written notice to Contractor no later than one hundred eighty (180) days prior to the expiration of Agreement Year 5.

## **4. FTA-DOT Required Provisions**

The parties understand and acknowledge that a portion of the funding for the management and operation of Tuolumne County Transit is provided by the Federal Transit Administration ("FTA")

through the California Department of Transportation ("Caltrans"). In exchange for these funds, specific provisions are required to be incorporated into this Agreement. These provisions are set forth in Exhibit G and incorporated herein.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. All FTA and DOT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TCTA requests which would cause TCTA to be in violation of the FTA-DOT terms and conditions.

TCTA maintains the right to inspect, examine or test, at any reasonable time, any of the facilities, records (including, but not limited to, financial, personnel or maintenance) or equipment used in the performance of this Agreement, or otherwise monitor Contractor's work in order to assure compliance with these specifications.

## **5. Responsibilities of Contractor**

### **5.1 Time of Performance**

The Contractor shall commence managing and operating Tuolumne County Transit on July 1, 2027.

### **5.2 Scope of Work**

Contractor shall provide services as described and required hereinbelow and in accordance with TCTA's RFP, the Performance Standards attached hereto as Exhibit C, the Contractor's Proposal, and all such other documents referred to herein. Services shall include, but are not limited to, fixed-route operations, paratransit/Dial-A-Ride operations, microtransit operations (as directed by TCTA), special services, vehicle operations and maintenance, facility operations, emergency operations management, data collection and reporting, and technology system management.

### **5.3 Performance Criteria and Control**

All services to be rendered by Contractor under this Agreement shall meet the performance criteria as set by TCTA. Any decisions on how the system will be changed will rest with TCTA. TCTA shall not interfere with the management of Contractor's normal internal business affairs.

TCTA may advise Contractor of any employee's inadequate performance which has a negative effect on the service being provided, and Contractor shall take prompt action to remedy the situation. In extreme cases, TCTA may demand removal of a Contractor employee.

The Executive Director or his/her designee may request changes in Contractor's reporting requirements, training/safety program, preventive maintenance and repair program, inventory requirements, testing procedures, and/or other operating details not resulting in changes in the number of vehicle service hours. If Contractor declines such requests, or such request would result in a material increase in Contractor's costs or in the time required for performance, Contractor shall notify TCTA within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of Contractor's claim.

### **5.4 Service Types**

Contractor shall be responsible for the following service categories as directed by TCTA:

#### **5.4.1 Fixed-Route Operations**

Contractor shall operate all fixed-route services in accordance with routes, schedules, service standards, and operating policies established by TCTA. Service shall emphasize on-time performance, customer service, operational efficiency, and compliance with all applicable federal, state, and local requirements, including ADA obligations. Contractor shall monitor fixed-route operations in real time and respond promptly to delays, service disruptions, vehicle issues, and other conditions that may affect service quality or reliability.

#### **5.4.2 Paratransit / Dial-A-Ride Operations**

Contractor shall operate paratransit demand-response service in accordance with service policies, eligibility requirements, service parameters, and performance standards established by TCTA. Contractor shall receive and manage trip requests, including advance reservations and same-day trip requests when available and consistent with TCTA policy. Contractor shall schedule and dispatch trips using shared-ride scheduling technologies to maximize productivity. ADA riders shall receive scheduling priority over general public riders in accordance with applicable law and TCTA policy.

#### **5.4.3 Microtransit Operations**

TCTA is in the process of implementing a microtransit pilot service. Contractor shall support the planning, implementation, operation, and ongoing refinement of this pilot service in accordance with goals, policies, operating parameters, and performance expectations established by TCTA. Continuation of microtransit service beyond the initial pilot period will depend on performance, ridership, customer response, operational effectiveness, funding availability, and TCTA direction. TCTA reserves the right to modify, expand, reduce, or discontinue this service at any time.

#### **5.4.4 Special Services Operations**

TCTA may implement special services to address specific community needs, seasonal demand, targeted mobility opportunities, or other service objectives. These may include seasonal routes, event-based transportation, partnership services, or demonstration projects. Contractor shall support implementation and operation of special services as directed by TCTA. TCTA reserves the right to introduce, modify, suspend, or discontinue any special service during the term of the contract.

### **5.5 Variable Service Model**

Contractor shall demonstrate the ability to scale service levels up or down in response to ridership demand, funding availability, community needs, and system performance as directed by TCTA. Contractor shall maintain the operational flexibility necessary to adjust staffing, scheduling, dispatch, and service delivery as service levels change over time. Adjustments to total vehicle service hours exceeding twenty percent (20%) of the base annual estimate shall be addressed through renegotiation of applicable rates per Section 6.1.

### **5.6 Management and Staffing**

During the term of this Agreement, Contractor shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof.

#### **5.6.1 Transit Manager**

Contractor shall designate a qualified Transit Manager who shall be responsible for overall management of transit operations, including day-to-day oversight, coordination with TCTA, and system performance. The Transit Manager shall serve as the primary point of contact for TCTA, maintain a consistent on-site presence, attend TCTA Board and Committee meetings, provide required reports, and participate in weekly meetings with TCTA staff and leadership. TCTA reserves the right to review and approve the qualifications of the proposed Transit Manager.

### **5.6.2 Lead Mechanic**

Contractor shall provide at least one full-time, on-site Lead Mechanic with at least three (3) years of documented journey-level experience in vehicle maintenance and repair, including experience with transit vehicles or other medium- or heavy-duty fleet vehicles. The Lead Mechanic shall oversee fleet maintenance activities, supervise maintenance personnel, manage preventive maintenance scheduling, diagnostics, repairs, road call response, and documentation of all maintenance activity in accordance with TCTA requirements and applicable regulatory standards. The Lead Mechanic shall also support maintenance planning related to TCTA's existing and future zero-emission vehicles and associated infrastructure. TCTA reserves the right to review and approve the qualifications of the proposed Lead Mechanic.

### **5.6.3 Transit Drivers**

Contractor shall provide a sufficient number of qualified transit drivers to safely and reliably operate all TCTA services. All drivers shall hold a valid California Class B commercial driver license with all required endorsements and a valid Verification of Transit Training certificate prior to entering revenue service. For demand-response and paratransit services, drivers shall hold the required California Highway Patrol General Public Paratransit Vehicle (GPPV) certification. Contractor shall conduct DMV record checks no less than every six (6) months and shall notify TCTA of any material issues affecting a driver's eligibility to operate service.

### **5.6.4 Dispatch Personnel**

Contractor shall provide a sufficient number of qualified dispatch personnel to support safe, efficient, reliable, and customer-focused operation of all TCTA transit services. Dispatch personnel shall be trained in professional dispatch techniques, radio protocol, customer service, and cooperative interaction with drivers, supervisors, passengers, and Agency staff. Dispatchers shall be proficient in the use of computerized scheduling, dispatch, and trip management systems designated or approved by TCTA. Contractor shall maintain a Daily Dispatch Log or equivalent Agency-approved dispatch record.

## **5.7 Drug and Alcohol Program Compliance**

Contractor shall establish, implement, maintain, and enforce a drug and alcohol testing and compliance program for all employees performing safety-sensitive functions. The program shall comply with all applicable requirements including 49 CFR Part 40, 49 CFR Part 655, and FTA, DOT, Caltrans, and TCTA requirements. Contractor shall conduct all required testing types including pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. Contractor shall provide TCTA with documentation sufficient to verify compliance, including copies of applicable policies, certifications of compliance, summaries of testing activity, and MIS reports as required.

## **5.8 Professional Standards**

Contractor warrants and guarantees that the work provided under this Agreement shall be performed in a professional manner, consistent with the standards observed by a competent practitioner in the field of public transit management and operations.

### **5.9 Medical Assistance to Passengers**

Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness onboard a vehicle, the driver shall advise the dispatcher by radio and follow the directions of emergency personnel.

### **5.10 Facility Operations**

Contractor shall support the day-to-day use and management of the operations and maintenance facility at 13033 Sanguinetti Road, Sonora, CA, in coordination with TCTA. Contractor shall maintain all assigned work areas in a clean, safe, and orderly condition; coordinate daily facility activity to support efficient pull-out and pull-in, dispatch functions, and maintenance operations; and promptly notify TCTA of any facility maintenance issues, repair needs, safety concerns, or other conditions requiring Agency attention.

TCTA will retain responsibility for major structural repairs, lease obligations, and capital improvements to the facility. Contractor shall be responsible for routine operational use, housekeeping, minor maintenance, and any damage caused by Contractor personnel or operations. Utility cost responsibilities are as defined in Exhibit B. Should TCTA transition to a different or agency-owned facility during the Agreement term, Contractor shall cooperate fully with TCTA to ensure continuity of service and an orderly transition.

### **5.11 Emergency Operations Management**

Contractor shall support emergency preparedness, response, and recovery efforts in collaboration with TCTA, the Tuolumne County Office of Emergency Services, first responders, and other partner agencies as appropriate. Contractor shall ensure that operational staff are trained and prepared to respond appropriately and shall communicate promptly with TCTA regarding any incident affecting operations, passengers, facility status, or vehicle availability.

In the event of a major emergency, Contractor shall make transportation and communication resources available as required by the Tuolumne County Transportation Emergency Operations Plan. Within sixty (60) days of the commencement of each Agreement Year, TCTA and Contractor will review and update the Contractor's emergency operations plan as necessary.

Compensation for major emergency services will be paid separately and will not be included in the Maximum Obligation of this Agreement. Compensation for minor emergency services will be paid at the then-current VSH rate as set forth in Section 6.1.

### **5.12 Technology and Data Systems**

TCTA currently utilizes technology platforms including VIA, Swiftly, and Remix to support service delivery, scheduling, dispatch, planning, fare collection, and performance monitoring. Contractor shall utilize Agency-designated technology platforms or Agency-approved alternatives. Any proposed alternative must demonstrate full compatibility with existing Agency systems, support real-time data sharing, and comply with all data ownership, access, and reporting requirements described herein.

Contractor shall maintain functionality of all operational technology systems within its control and shall coordinate timely resolution of system issues, equipment failures, or connectivity problems. Contractor shall provide appropriate training and ongoing support for all staff responsible for using technology systems in daily operations.

All data generated, collected, or maintained as part of transit operations under this Agreement shall remain the property of TCTA. Contractor shall provide TCTA with full and unrestricted access to all raw data, summary reports, dashboards, system exports, and underlying datasets at no additional cost. Contractor shall not use proprietary systems or data formats that restrict TCTA's ability to access, export, or migrate operational data.

### **5.13 Data Collection and Reporting**

Contractor shall be responsible for collecting, maintaining, validating, and reporting operational and performance data associated with all service types. At a minimum, Contractor shall collect and maintain accurate data related to ridership, passenger trips, revenue miles, revenue hours, deadhead miles, on-time performance, missed trips, trip denials where applicable, service productivity, vehicle availability, maintenance activity, safety incidents, complaints, and other operational metrics required by TCTA.

Monthly performance reports shall be submitted to TCTA by the 15th of each month. Reports shall be provided in interactive formats that support real-time monitoring, internal analysis, public transparency, and regulatory reporting. Static or non-interactive reporting formats, including PDF-only reports, will not be sufficient to meet the reporting requirements of this Agreement.

Contractor shall also support all state and federal reporting obligations, including National Transit Database (NTD) reporting, Transportation Development Act reporting, and any other applicable grant, compliance, or performance reporting requirements.

### **5.14 Future Budgets**

Contractor shall submit to TCTA for review, no later than March 31 of each Agreement year, a proposed budget for the upcoming year. This budget submittal is for Agreement compliance analysis only and will not affect payment.

### **5.15 ADA Program Administration**

Contractor shall comply with the Americans with Disabilities Act (ADA) and TCTA's ADA Paratransit Plan. Contractor shall administer TCTA's ADA Certification Program, including receiving applications, processing eligibility determinations in accordance with approved procedures, and maintaining a current list of ADA-certified patrons. An updated list shall be provided to TCTA at least quarterly. All ADA certification documentation shall be provided to TCTA within two (2) business days of receipt or issuance by Contractor.

Contractor shall provide ADA-compliant prior-day scheduling for paratransit trip requests on Sundays and holidays and shall provide staffing sufficient to return voicemail messages received after hours in order to maintain next-day service availability. Contractor shall promptly document and report ADA-related complaints, service issues, denials, missed trips, equipment failures affecting accessibility, and other incidents that may affect compliance or passenger access.

### **5.16 Proprietary Rights**

All inventions, improvements, discoveries, proprietary rights, patents and copyrights made by Contractor under this Agreement shall be made available to TCTA with no royalties, charges or other costs, but shall be owned by the Contractor. All manuals prepared by Contractor under this Agreement shall be made available to TCTA at no charge but shall be owned by Contractor and shall not be copied, disclosed or released without prior consent of Contractor, except as otherwise required by law. Reports are excluded from this provision and shall be owned by

TCTA. All operational and performance data generated under this Agreement is and shall remain the property of TCTA.

### **5.17 Qualification for Future Agreements**

As a result of having entered into this Agreement, Contractor shall not be inhibited, penalized or disqualified from proposing subsequent transportation management and operation programs under the jurisdiction of TCTA.

### **5.18 Permits to Operate**

At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certificates or entitlements to operate as are now or hereafter required by any Federal, State and local laws and ordinances to enable Contractor to perform this Agreement, and shall provide copies of all such entitlements to TCTA when received. Contractor shall ensure that drivers of Tuolumne County Transit vehicles have all required permits and licenses.

### **5.19 Records and Record Access**

Contractor shall maintain all records and submit all reports as detailed in Exhibit C of this Agreement. TCTA, other authorized governmental agencies, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall maintain all such records for a period of at least four (4) years following the expiration or termination of this Agreement.

### **5.20 Confidentiality, Cybersecurity, and Data Governance**

Any and all information regarding any individual served by TCTA is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or TCTA. Contractor shall comply with all applicable laws and regulations related to the protection of sensitive information, including Personally Identifiable Information (PII) and, where applicable, Protected Health Information (PHI). Contractor shall implement and maintain appropriate cybersecurity measures to protect systems, operational data, and customer information from unauthorized access, disclosure, or misuse. Contractor shall promptly notify TCTA of any data breaches, cybersecurity incidents, or unauthorized access and shall cooperate fully in response and mitigation efforts.

### **5.21 No Conflicting Uses**

Contractor shall not operate, lease or charter TCTA-provided vehicles and equipment for any purpose other than performance under this Agreement, unless specifically authorized in writing by the TCTA Executive Director.

### **5.22 Transfer of Agreement**

This Agreement is made in reliance by TCTA upon the qualifications and responsibility of Contractor. Performance by Contractor may not be assigned, or in any way subcontracted on a continuing basis, except upon prior written approval of TCTA. Where Contractor utilizes subcontractors, vendors, or third-party service providers, Contractor shall ensure that all applicable FTA and DOT requirements are properly flowed down and enforced. Contractor shall remain responsible for compliance by its subcontractors.

### **5.23 Transition to Future Transit Contractor**

For up to fifteen (15) calendar days prior to and for up to fifteen (15) calendar days following the termination or expiration of this Agreement, Contractor shall provide TCTA or any future contractor selected by TCTA with full cooperation in the transition to the successor contractor. This shall include, at a minimum, consultation regarding labor and management issues, providing access to non-confidential information, and providing access to TCTA-provided vehicles and equipment as may be necessary to the successor contractor's start-up preparations.

**5.24 California Labor Code Section 1072**

Contractor's obligations with respect to employee retention, as declared in its Proposal submitted in response to the RFP, are incorporated herein by reference. If Contractor elected to retain the employees of the prior contractor for a period of not less than ninety (90) days, Contractor shall comply with all applicable requirements of California Labor Code § 1072, including making written offers of employment within the required timeframes. Contractor shall maintain records sufficient to demonstrate compliance with its declaration and all applicable legal requirements.

**5.25 Sanctions for Noncompliance**

In the event of Contractor's noncompliance with the provisions of this Agreement, TCTA shall impose such sanctions as it may determine to be appropriate, including but not limited to:

- Withholding of payments due to Contractor until Contractor complies to TCTA's satisfaction; and/or
- Cancellation, termination or suspension of this Agreement, in whole or in part.

**6. Compensation**

**6.1 Basis of Compensation**

TCTA shall be responsible for the cost of fuel utilized in TCTA-provided vehicles by Contractor in the performance of its duties as required by this Agreement. Contractor shall obtain fuel for TCTA-provided vehicles using the card-lock system and cards to be provided by TCTA. Contractor shall be responsible for managing appropriate use of fueling cards and proper fueling of TCTA-provided vehicles.

TCTA agrees to compensate Contractor a fixed monthly overhead rate and a fixed hourly rate per vehicle service hour ("VSH") based on variable costs, for the total number of vehicle service hours provided. The RFP required proposers to provide fully burdened cost per revenue hour separately for each service type. The price per VSH to be paid by TCTA to Contractor for each service type is as follows, based on an estimated 17,751 total vehicle service hours per year:

Agreement Year	VSH Rate (Fixed Route / Paratransit / Microtransit / Special Services)
Year 1 (FY 2027–28)	\$ _____ / \$ _____ / \$ _____ / \$ _____
Year 2 (FY 2028–29)	\$ _____ / \$ _____ / \$ _____ / \$ _____
Year 3 (FY 2029–30)	\$ _____ / \$ _____ / \$ _____ / \$ _____

Year 4 (FY 2030–31)	\$ _____ / \$ _____ / \$ _____ / \$ _____
Option Year 5 (FY 2031–32)	\$ _____ / \$ _____ / \$ _____ / \$ _____
Option Year 6 (FY 2032–33)	\$ _____ / \$ _____ / \$ _____ / \$ _____

These rates may be adjusted by Letter of Agreement to reflect verifiable cost increases to Contractor or substantial changes in operating service hours. "Substantial changes in operating service hours" means an increase or decrease of twenty percent (20%) or more in vehicle service hours as compared to the base VSH provided in this Agreement. If a modification to the price per VSH is effective during a billing period, the consideration shall be pro-rated on a daily basis.

The billing period shall run from the first day of the calendar month through the last day of the calendar month. All invoices for services provided the previous month shall be submitted by Contractor to the Executive Director by the 15th of the following month, along with sufficient documentation to support charges. Invoices shall be paid by TCTA no later than thirty (30) calendar days from final approval of the invoice by the Executive Director.

If TCTA disputes any item on an invoice for reasonable cause, TCTA may deduct that disputed item from payment but shall not delay payment for the undisputed portion. The amounts and reasons for such deletion shall be documented and presented to Contractor within thirty (30) calendar days of receipt of the invoice.

## 6.2 VSH Definitions

VSH is defined as the total operating hours required to provide each service as detailed in the following subsections:

### **6.2.1 Fixed Route and Flex Route Services**

The total VSH required to accomplish the scheduled service. Time begins when the vehicle is in route service and ends when out of route service as identified in fixed route and flex route schedules included in the TCTA-approved Tuolumne County Transit Rider's Guide. VSH does not include vehicle check-in/check-out time, time required to travel to and from the Transit Facility, time needed for fueling vehicles, time when a vehicle is inoperable on the road, or schedule gaps of more than 20 minutes.

### **6.2.2 Demand Response Services (Paratransit / Dial-A-Ride)**

VSH shall begin when the vehicle is in revenue service, including limited deadhead time, until the vehicle returns to the Transit Facility after dropping off the last client. Deadhead time is defined as the actual time required to travel directly from the Transit Facility to pick up the first revenue passenger and to travel directly to the Transit Facility after dropping off the last revenue passenger. Reimbursement for deadhead time shall be limited to a monthly average per service day of 15 minutes each way for each vehicle. VSH does not include vehicle check-in/check-out time, time taken to fuel vehicles, time when a vehicle is inoperable on the road, or deadhead time in excess of the monthly average limit.

### **6.2.3 Microtransit Services**

VSH shall be defined and calculated in accordance with the methodology established by TCTA for the microtransit pilot service. Specific VSH parameters for microtransit service shall be set forth in a Letter of Agreement or Exhibit C amendment prior to service commencement.

### **6.2.4 Special Events Services**

The total VSH used to accomplish the special events service as approved by the Executive Director or his/her designee.

### **6.3 Maximum Obligation**

The estimated service hours for the Agreement are 17,751 annually. Service hour increases or decreases exceeding 20% will result in renegotiated service hour rates considering all relevant factors. The maximum TCTA agrees to pay Contractor in consideration for its services as described herein:

<b>Agreement Year</b>	<b>Maximum Obligation</b>
Year 1 (FY 2027–28)	\$ _____
Year 2 (FY 2028–29)	\$ _____
Year 3 (FY 2029–30)	\$ _____
Year 4 (FY 2030–31)	\$ _____
Option Year 5 (FY 2031–32)	\$ _____
Option Year 6 (FY 2032–33)	\$ _____

### **6.4 Farebox Revenues**

All fares collected by Contractor are the property of TCTA. TCTA reserves the right to set fare rates for passengers. Such rates may be revised from time to time by TCTA and set at such levels as may be determined to be in the best interest of TCTA. TCTA shall provide Contractor with written direction revising fare rates at least ten (10) calendar days before such rates are to become effective.

Contractor shall collect and process fares as directed by TCTA and shall ensure that each transit patron pays the appropriate fare prior to being provided transportation. Contractor shall maintain accurate transaction-level fare data, supporting reconciliation of ridership and revenue, and reporting by service type, route, run, trip, operator, fare category, payment media, and date/time of transaction. Contractor shall remove farebox vaults from vehicles daily and shall make deposits of fares at least twice each week; daily deposits are preferred.

Contractor shall support integration with current and future fare collection systems, including cash handling procedures, digital fare payment systems, validation equipment, reconciliation processes, and related reporting requirements. TCTA reserves the right to oversee money counting activities, independently count revenues, or otherwise verify fares collected.

### **6.5 Planning Responsibilities**

TCTA shall be responsible for all planning activities relative to Tuolumne County Transit routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, and other such activities relative to overall system administration.

### **6.6 Administration of Agreement**

Contractor's compliance with this Agreement shall be supervised and administered by the TCTA Executive Director. During periods when the Executive Director is unavailable, the Senior Administrative Analyst or his/her designee shall administer this Agreement.

## **6.7 Notice of Deficiencies**

The TCTA Executive Director may issue a Notice of Deficiencies to Contractor, specifying areas of unsatisfactory performance and identifying improvements necessary to correct the deficiency, including the specific Agreement provision(s) at issue. Contractor shall correct the deficiency within the timeframe specified by TCTA. If Contractor fails to correct deficiencies in a reasonable time, TCTA may deduct from the hourly rate of compensation amounts consistent with the cost of providing such service.

## **6.8 Prohibited Interest**

No member, officer or employee of TCTA during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

# **7. Performance Standards and Reporting**

## **7.1 Key Performance Indicators**

Contractor shall monitor and report monthly on key performance indicators (KPIs) across all service types. These indicators shall include, but are not limited to:

- On-time performance (OTP)
- Service reliability, including missed trips and delays
- Productivity (passengers per revenue hour and/or passengers per revenue mile)
- Ridership trends by service type
- Customer complaints and resolution
- Vehicle availability and maintenance performance
- Safety and accident rates
- Cost per revenue hour and cost per passenger trip by service type

Detailed performance standards, measurement methodologies, minimum thresholds, and associated remedies or corrective actions are set forth in Exhibit C and incorporated herein. TCTA reserves the right to update or modify performance metrics over time through a written contract amendment executed by both parties.

## **7.2 Real-Time Data Requirements**

Real-time operational data is a core requirement of this Agreement. At minimum, Contractor's real-time tracking system shall provide:

- Vehicle location: GPS-based tracking of all active vehicles updated at intervals of no greater than 30 seconds
- Vehicle speed: real-time speed monitoring for all vehicles in service, accessible to TCTA staff
- On-time performance: automated comparison of actual vehicle position against scheduled timepoints, updated in real time

- Schedule adherence and headway monitoring: identification of early departures, late arrivals, and gaps in service
- Trip status: real-time visibility into trip completion, missed trips, detours, and service disruptions
- Passenger loads: where Automatic Passenger Counter (APC) equipment is available, real-time or near-real-time passenger load data by stop and trip

All real-time data shall be accessible to TCTA staff through a dashboard or interface approved by TCTA.

### **7.3 Monthly Reporting**

Monthly performance reports shall be submitted to TCTA by the 15th of each month, covering KPIs and operational metrics for the prior month. Reports shall be provided in interactive formats that support real-time monitoring, internal analysis, public transparency, and regulatory reporting. Static or non-interactive reporting formats, including PDF-only reports, will not be sufficient to meet the reporting requirements of this Agreement. Contractor shall also respond to reasonable ad hoc requests for information, data extracts, and supporting documentation needed by TCTA for Board reporting, regulatory compliance, grant administration, audits, or public records response.

### **7.4 Safety and Accident Reporting**

Contractor shall prioritize safety in all aspects of operations and shall maintain procedures for reporting, documenting, and responding to accidents and incidents. Contractor shall notify TCTA of any legal actions, claims, or incidents arising from transit operations within 24 hours after receiving notice of an injury accident, and in no event shall notification exceed 72 hours for any other reportable occurrence. Written accident reports shall be submitted within one (1) business day for injury accidents and within three (3) business days for non-injury accidents.

### **7.5 Budget and Operational Performance**

Contractor shall operate within the approved budget and support efficient and cost-effective service delivery. Contractor shall prepare and submit regular financial and operating reports in a format acceptable to TCTA, comparing budgeted and actual expenditures and documenting significant variances, cost drivers, and performance trends. Reporting shall address, at a minimum, labor, overtime, fuel, maintenance, parts, training, technology, claims, and other major operating cost categories, together with service indicators such as revenue hours, revenue miles, passenger trips, on-time performance, missed trips, road calls, and cost per service unit. Contractor shall promptly communicate any actual or anticipated condition that could materially affect the budget, service delivery, or contractual performance standards.

## **8. Compliance and Regulatory Requirements**

### **8.1 Title VI / Civil Rights Compliance**

Contractor shall comply with all applicable federal, state, and local civil rights requirements, including Title VI of the Civil Rights Act of 1964, as amended, and all implementing regulations, guidance, and assurances applicable to federally funded public transit services, including Title

49, Code of Federal Regulations, Part 21, as amended ("Civil Rights Regulations"), incorporated herein by reference.

Contractor, with regard to the work performed during the Agreement term, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate, directly or indirectly, in discrimination prohibited by the Civil Rights Regulations.

In all solicitations for work to be performed under subcontract, each potential subcontractor or supplier shall be notified by Contractor of Contractor's civil rights obligations under this Agreement. Contractor shall provide TCTA documentation of such notifications. Contractor shall include these civil rights provisions in every subcontract unless exempt by the Civil Rights Regulations.

Contractor shall provide all information and reports required by the Civil Rights Regulations and shall permit access to its books, records, accounts, and other sources of information and facilities as may be determined by TCTA, the State, or the Federal Highway Administration to be pertinent to ascertain compliance. Contractor shall cooperate fully with TCTA in supporting all Title VI compliance activities, including provision of records, reports, service data, and complaint information. Contractor shall promptly notify TCTA of any Title VI complaint, claim, investigation, legal action, or other allegation of discrimination related to services operated under this Agreement.

## **8.2 Americans with Disabilities Act**

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, and all implementing regulations and related federal and state requirements. ADA compliance shall apply to all aspects of service delivery, including fixed-route service, paratransit demand-response service, microtransit service where applicable, customer communications, scheduling, dispatching, operator assistance, vehicle accessibility, complaint response, and administrative processes related to rider eligibility and access.

## **8.3 FTA / DOT Compliance**

Contractor shall comply with all applicable requirements of the FTA, DOT, and all other federal, state, and local laws, regulations, circulars, guidance, and requirements governing the operation of publicly funded transit services. Contractor shall maintain all books, records, documents, policies, procedures, reports, training records, maintenance records, and testing records necessary to demonstrate compliance for a minimum of four (4) years following the expiration or termination of this Agreement. Contractor shall cooperate fully with audits, reviews, inspections, investigations, triennial reviews, and grant monitoring activities related to this contract.

## **8.4 Disadvantaged Business Enterprise (DBE)**

Contractor shall comply with all applicable requirements of 49 CFR Part 26. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall ensure that any subcontractors perform a commercially useful function and shall maintain records of subcontractor participation, including DBE status where applicable. DBE firms must be certified through the California Unified Certification Program or a USDOT-recognized program.

## **8.5 California Air Quality Standards**

Contractor shall operate, maintain, and manage TCTA fleet vehicles and related equipment in a manner that supports compliance with all applicable California air quality and emissions requirements, including requirements of the California Air Resources Board (CARB). Contractor shall promptly identify and report to TCTA any vehicle condition, maintenance issue, or equipment failure that could affect fleet compliance with applicable air quality or emissions standards. Contractor shall support TCTA's expanding investment in zero-emission vehicles, including operation, maintenance, charging coordination, and integration of ZEV technology into ongoing service.

## **8.6 California Labor Code Section 1072**

Contractor shall comply with all applicable requirements of California Labor Code § 1072 and related laws governing retention of employees when a public transit service contract is awarded to a new contractor, consistent with the declaration submitted by Contractor in its Proposal. Contractor shall maintain records sufficient to demonstrate compliance with its declaration and all applicable legal requirements.

## **8.7 Protected Health Information, Cybersecurity, and Data Governance**

Contractor shall comply with all applicable laws and regulations related to the protection of sensitive information, including PII and PHI. Contractor shall implement and maintain appropriate cybersecurity measures, follow industry best practices, and promptly address any identified vulnerabilities or incidents. All data generated as part of transit operations shall be the property of TCTA. Contractor shall promptly notify TCTA of any data breaches, cybersecurity incidents, or unauthorized access and shall cooperate fully in response and mitigation efforts.

# **9. Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

## **9.1 Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hire, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

## **9.2 Additionally Insured Status**

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the additional of both CG 20 10, CG 20 26, CG 20 333, or CG 20 38; and CG 20 37 if a later edition is used).

## **9.3 Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the Entity, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

## **9.4 Umbrella or Excess Policy**

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additionally Insureds, whether primary or excess, and which also apply to the a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

## **9.5 Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

## **9.6 Waiver of Subrogation**

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contract may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the Entity, but this provision applies regardless of whether or not an endorsement has been issued.

### **9.7 Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### **9.8 Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### **9.9 Claims Made Policies**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contractor work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.

### **9.10 Verification of Coverage**

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **9.11 Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experiences, insurer, coverages, or other special circumstances.

## **10. Indemnification and Hold Harmless**

To the extent permitted by law, Contractor does hereby assume liability for, and agrees to indemnify, defend and hold harmless TCTA, its elected and appointed officials, officers, employees, agents, and volunteers (collectively, "TCTA") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder to the extent caused by the negligence or willful misconduct of Contractor, its officers, employees, agents, subcontractors, consultants, or any person under its direction or control. Contractor will make good to and reimburse TCTA for any expenditures, including reasonable attorneys' fees, that TCTA may make by reason of such matters and, if requested by TCTA, will defend any such suits at the cost and expense of Contractor to the extent of Contractor's defense obligation in this section.

Contractor shall not be required to indemnify TCTA for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of TCTA. In no event shall the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault.

If such indemnification becomes necessary, the legal counsel for TCTA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend TCTA, provided that such discretion is exercised reasonably.

The parties shall establish procedures to notify the other party of any claims, administrative actions, or legal actions with respect to any matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

This indemnification clause shall survive the termination or expiration of this Agreement.

## **11. TCTA-Provided Vehicles and Equipment**

### **11.1 Vehicle and Equipment Provision**

TCTA agrees to provide the vehicles and equipment listed in Exhibit A, "TCTA-Provided Vehicles," and Exhibit B, "TCTA-Provided Equipment," to Contractor for the performance of this Agreement. TCTA's fleet currently includes approximately 25 vehicles: 12 cutaway buses, 4 vans, 2 Supreme Trolleys, 6 large cutaways (30-passenger Freightliners), and 1 electric van. TCTA anticipates making additional investments in zero-emission vehicles during the term of this Agreement, and Contractor shall support the deployment, operation, maintenance, and integration of those technologies.

### **11.2 Lease Terms**

TCTA leases the vehicles and equipment listed in Exhibit A and Exhibit B to Contractor for the term of this Agreement for a cost of \$1.00 per Agreement Year.

### **11.3 Additions and Deletions**

Any vehicles and/or equipment added or deleted from Exhibit A or Exhibit B may be modified by a Letter of Agreement between Contractor and TCTA. The Executive Director, or his/her designee, is authorized to sign for TCTA.

#### **11.4 Contractor-Provided Utility Vehicle**

Contractor shall provide at least one (1) utility vehicle, at Contractor's sole expense, for use in supporting driver breaks, maintenance road calls, management field inspections, and other operational needs. The utility vehicle shall be properly insured and maintained by Contractor throughout the term of this Agreement.

#### **11.5 Maintenance and Repair**

Contractor shall be responsible for the maintenance of all vehicles and equipment in a clean, safe, sound and operable condition at all times, in accord with manufacturer's recommended maintenance procedures, applicable requirements of any Federal or State statute, Exhibit A, and the Preventive Maintenance/Inspection Program detailed in the Contractor's Proposal.

All repairs, including body, glass and all bus appurtenances, shall be made within thirty (30) days or less of the incident. All other repairs and replacement of vehicles shall occur within sixty (60) days of the incident. Contractor shall maintain accurate, complete, and up-to-date maintenance records for all vehicles and equipment.

#### **11.6 Transfer of Title to Equipment**

Equipment and supplies purchased by Contractor as a direct charge item in connection with the performance of this Agreement shall become the property of TCTA upon payment of invoice, upon prior written approval of the Executive Director.

#### **11.7 No Conflicting Uses**

Contractor shall not operate, lease or charter TCTA-provided vehicles and equipment for any purpose other than performance under this Agreement, unless specifically authorized in writing by the TCTA Executive Director.

#### **11.8 Notification of Actions and Insurance Claims**

Contractor shall notify TCTA of any and all legal actions, claims, or incidents arising from transit operations within 24 hours after notification to Contractor, but in no event shall such notification exceed 72 hours. Contractor shall pursue insurance claims at its own expense for TCTA-provided vehicles or equipment damaged or destroyed while in Contractor's possession.

## **12. Breach, Remedies, and Termination**

### **12.1 Material Breach**

TCTA reserves the right to terminate this Agreement immediately in the event of material breach by Contractor. Prior to termination for material breach, TCTA shall provide Contractor with written notice outlining the breach and a period of fourteen (14) days to cure. Material breach includes, but is not limited to:

- Repeated failure to operate service on time or to complete trips per the published bus schedule requirements

- Repeated failure to maintain a sufficient number of operable, clean, and road-worthy buses to operate full service on all routes then in effect
- Failure to operate a safe service (e.g., less than one preventable vehicle accident per 30,000 vehicle service miles in two consecutive quarters)
- Failure to provide a preventive maintenance and repair program conforming to Agreement requirements
- Failure to provide qualified personnel, training, facilities, tools, supplies or equipment required by this Agreement
- Repeated failure to provide service to the public in a courteous and professional manner
- Failure to make corrections specified by TCTA in Notices of Deficiencies by the time specified
- Failure to submit required reports on time or in a truthful, accurate format
- Failure to maintain required insurance
- Contractor's use of TCTA-provided vehicles or equipment for purposes other than those authorized by this Agreement
- Failure to comply with applicable FTA, DOT, ADA, Title VI, California Labor Code, or other regulatory requirements

## **12.2 TCTA's Remedies on Breach**

In the event of failure by Contractor to perform services required by this Agreement, TCTA may provide such services and deduct the cost from amounts due or to become due to Contractor. Costs to be deducted shall be the actual costs to TCTA to provide such services, or the current VSH rate as provided in Section 6.1, whichever is greater. TCTA may also exercise the provisions for liquidated damages and incentives as specified in Exhibit C.

## **12.3 Sanctions for Noncompliance**

In the event of Contractor's noncompliance with the provisions of this Agreement, TCTA shall impose such sanctions as it may determine to be appropriate, including but not limited to withholding of payments due until Contractor complies to TCTA's satisfaction, and/or cancellation, termination, or suspension of this Agreement in whole or in part.

## **12.4 Suspension for Non-Payment**

In the event TCTA is delinquent in paying Contractor by more than thirty (30) calendar days and has received a statement by certified mail of the delinquency from Contractor, Contractor may serve by certified mail a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by TCTA. If TCTA does not correct the delinquency or if the parties do not agree to negotiate the dispute, Contractor may suspend operations without further notice or penalty on the date indicated by the notice.

## **12.5 Termination**

This Agreement shall commence on the date of execution and shall continue until the earlier of expiration or any of the following:

- Voluntary or involuntary transfer or assignment by either party without the prior written consent of the other party;
- Mutual agreement of the parties to terminate this Agreement;

- Any default or breach of this Agreement by either party which has not been cured within thirty (30) days after written notice of such default by the other party, or such later time as is reasonably necessary if the default cannot reasonably be cured within such thirty (30) day period;
- Written notice delivered by either party to the other party ninety (90) days prior to the effective date of termination; or
- The sale or transfer of title as owner of Tuolumne County Transit.

TCTA may also terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Contractor. In the event of termination for convenience, TCTA shall be liable for costs and a proration of fees due Contractor pursuant to Section 6.1 as of the date of termination, based on the proportion of work completed and approved by the Executive Director, whose approval shall not be unreasonably withheld.

Contractor may terminate this Agreement upon ninety (90) calendar days' written notice to TCTA and shall forfeit the Performance Bond to TCTA as provided herein, and shall be liable for other reasonable termination costs.

In the event this Agreement is terminated, all pertinent data related to Tuolumne County Transit shall be made available to TCTA without additional cost. Upon termination, all affairs undertaken pursuant to this Agreement shall be wound up and debts paid.

## **13. General Legal Provisions**

### **13.1 Governing Law**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

### **13.2 Waiver**

A waiver by TCTA of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of TCTA to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy TCTA may have hereunder.

### **13.3 Disputes**

Any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

### **13.4 Force Majeure**

Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of Contractor, including Acts of God, fire, epidemics, earthquake, flood or other natural disasters, acts of government, riots, strikes, war or civil disorder, or unavailability of fuel. Contractor shall not be entitled to compensation for any service the performance of which is excused pursuant to this provision. Contractor shall make reasonable attempt to notify the public and TCTA promptly upon knowledge of any force majeure event affecting performance.

### **13.5 Modification of Agreement**

Any modifications to this Agreement are to be accomplished by formal written amendment executed by both parties. No prior, current or post-award verbal conversations with any officer, agent or employee of TCTA shall affect or modify any terms or obligations of this Agreement.

### **13.6 Independent Contractor**

Contractor is, and shall always be, deemed to be an independent contractor. Contractor is not authorized to bind TCTA to any contracts or other obligations. Employees of Contractor are not employees of TCTA. Contractor shall assume all responsibility for federal and state income tax withholding, FICA, SDI, and any other payroll obligations with respect to its employees.

### **13.7 Consents and Agreements**

Any and all consents and agreements provided for or permitted by this Agreement shall be in writing. A signed copy of each such consent or agreement shall be filed and kept with the books of this Agreement.

### **13.8 Covenant Against Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TCTA shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **13.9 Covenant Against Gratuities**

Contractor covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer, or employee of TCTA with a view toward securing favorable treatment in the award, modification, or performance evaluation of this Agreement. For breach or violation of this covenant, TCTA shall have the right to cancel this Agreement without any liability to Contractor.

### **13.10 Restrictions on Lobbying**

Contractor shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state, or local agency in connection with the awarding of this Agreement or any other federal award from which funding for this Agreement is originally derived, consistent with 31 U.S.C. § 1352. Contractor shall complete and submit the Lobbying Certification attached hereto as Exhibit F, and shall file required disclosures if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any covered federal action.

### **13.11 Conflicts of Interest**

Contractor shall not enter into any agreement, subcontract, or arrangement in connection with this Agreement in which any member, officer, or employee of Contractor or TCTA, during the Agreement term and for one year thereafter, has any direct or indirect financial interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the Agreement term any such interest, and if such interest is immediately

disclosed to Contractor and such disclosure is entered upon the minutes of Contractor's written report to TCTA, Contractor, with the prior written approval of TCTA, may waive the prohibition contained in this section; provided that any such person shall not participate in any action by Contractor or TCTA relating to such agreement, subcontract, or arrangement.

### **13.12 Health, Safety, Fire and Environmental Protection**

Contractor and any subcontractor or agent shall comply with all Federal, State, and local requirements pertaining to safety, health, fire, and environmental protection. Contractor shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders, and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Contractor shall further comply with all other applicable safety laws, ordinances, and regulations. In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

### **13.13 Federal, State, and Local Laws**

Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State, and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.

### **13.14 Third Party Obligations**

Contractor shall be solely liable to fulfill its obligations to any third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Contractor shall pay directly such parties for all amounts due under said arrangements. Contractor shall indemnify, defend, and hold TCTA harmless from any and all claims for payment from any of Contractor's subcontractors, provided that Contractor has been timely paid for its services in accordance with this Agreement. Contractor shall exert its best efforts to prevent any loss to TCTA from the failure of proper performance by any third party with whom it enters into contracts to effectuate the purpose of this Agreement.

### **13.15 Severability**

If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

### **13.16 Non-Exclusivity**

It shall in no way be construed that this Agreement is, or shall be, the sole or exclusive contract for public transit into which TCTA or Contractor may enter during the term of the Agreement.

### **13.17 Successors and Assigns**

This Agreement is binding upon TCTA and Contractor and their successors. Neither TCTA nor Contractor shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

### **13.18 Survivorship**

Any responsibility of Contractor for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

### **13.19 Third Party Beneficiary**

Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.

### **13.20 No Government Obligation to Third Parties**

Notwithstanding any concurrence provided by the federal government in or approval of any solicitation or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

### **13.21 Ambiguities**

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and to negotiate the terms of this Agreement. No ambiguity shall be presumed to be construed against either party.

### **13.22 Integration**

The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding, whether verbal, written or otherwise, exists between the parties.

### **13.23 Headings**

Headings and section numbers in this Agreement are for convenience and reference only and shall not be used to interpret, modify, or amplify the provisions of this Agreement.

## **14. Notices and Written Notification**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Notice shall be deemed communicated within 48 hours from the time of depositing in the United States mailbox if mailed as provided in this section.

If to TCTA:

Tuolumne County Transit Agency  
Tamera Blankenship, Executive Director  
2 South Green Street, Sonoma, CA 95370

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **15. Signature Authority and Acceptance**

The Executive Director or his/her designee shall have authority on behalf of TCTA to sign Agreement amendments and other documents related to this Agreement. Contractor certifies that the following person(s) have authority to sign bonds, contract amendments and other documents related to this Agreement on behalf of Contractor. Written certification of the signatory authority of the following persons shall be provided by Contractor to TCTA prior to execution of this Agreement.

The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto.

**For the Contractor:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title (typed)*

\_\_\_\_\_  
*Legal Name of Firm*

\_\_\_\_\_  
*Street Address, City, State, Zip Code*

**For the TCTA:**

\_\_\_\_\_  
*Andy Merrill, Chair*

\_\_\_\_\_  
*Tamera Blankenship, Executive Director*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form: TCTA Legal Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibits Index**

Exhibit	Description
Exhibit A	TCTA-Provided Vehicles and Maintenance/Repair Requirements (includes ZEV fleet)
Exhibit B	TCTA-Provided Equipment

Exhibit C	Performance Standards, Records, and Reports (KPIs, liquidated damages, reporting schedules)
Exhibit D	Performance Bond
Exhibit E	Debarment and Suspension Certification
Exhibit F	Lobbying Certification
Exhibit G	FTA-DOT Required Provisions (FTA Circular 4220.1F)
Exhibit H	Title VI Assurances and Non-Discrimination Provisions (US DOT Order 1050.2A / Appendix E)
Exhibit I	ADA Compliance Certification
Exhibit J	Contractor's Proposal, as accepted by TCTA